

MEREDITH SELECT BOARD
MEETING AGENDA
Meredith Community Center – 1 Circle Dr.
September 14, 2026, at 4:30pm

CALL TO ORDER AT _____ / ROLL CALL

PLEDGE OF ALLEGIANCE

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- B. Personnel Policy Update (Director Janosa) – page 52
- C. 2027 Fees Update (Manager Milner) – page 104
- D. Breezeline Franchise Agreement (Manager Milner) – page 121

AGENDA ITEM 4. BUSINESS – page 169

- A. Septic System Regulation Update (Code Enforcement Officer Trull) – page 169
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ADJOURNMENT AT _____

Next meeting: September 28, 2026

The Selectboard of the Town of Meredith reserves the right to enter into nonpublic session when necessary, according to the provisions of RSA 91-A.

This location is accessible to the disabled. Those wishing to attend who are hearing or vision impaired may make their needs known by calling 603-279-4538 (voice), or through "Relay New Hampshire" 1-800-735-2964 (T.D./TRY)



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Mike Harper, Police Chief

Subject: Enforcement Patrol Grant(NH Highway Safety)

Public Hearing:

Selectboard Chair Aiken:

I open the duly noticed public hearing at [time] pursuant to RSA 31:95-b relating to the acceptance of unanticipated revenue in the amount of \$10,300 grant funds from the Department of Safety for Traffic Enforcement initiatives.

Summary(Chief Harper):

As you may be aware, the Police Department annually applies for and receives grant funding from the New Hampshire Highway Safety Agency. This grant supports several critical enforcement initiatives, including Speed Enforcement, Pedestrian Contact efforts, DUI Enforcement, and Distracted Driving (specifically texting while driving).

This year is no exception. I have submitted the application and have received confirmation from the State. The total grant amount being offered for 2027 is \$10,300, which includes a required town match of \$2,575—an arrangement consistent with last year's funding.

Invite Public to speak

Seeing no more public wishing to speak, I close the public hearing relating to the acceptance of unanticipated revenue in the amount of \$10,300 grant funds from the Department of Safety for Traffic Enforcement initiatives at [time].

I'd entertain a motion from the board.

Suggested Motion:

Selectboard member moves, *"I move that the Selectboard authorize Chief Harper to accept grant funds in the amount of **\$10,300** from New Hampshire Highway Safety, which includes a required **\$2,575 town match**, to support enforcement patrols focused on **Speeding, DUI, Distracted Driving, Pedestrian Safety, and Mobilization initiatives.**"*

Selectboard Chair calls for a second, discussion and vote.

Background/Discussion:

These patrols play a vital role in promoting public safety by increasing awareness of the dangers associated with speeding, impaired driving, and distracted driving. They serve not only as a deterrent but also as a reminder of the importance of responsible vehicle operation, helping to keep our roads safer for everyone.

The Meredith Police Department has received these grants for over 15 years, which have served to augment patrols and increase enforcement of the aforementioned traffic violations.

Fiscal Impact:

These grants operate on a 75/25 matching basis, with the town responsible for contributing \$2,575.00 toward these essential funds.

Concurrences:

Alternatives:

Current patrol functions.

Attachments/Exhibits:

Grant Agreement

Public Hearing Notice

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

Selectboard Meeting
September 14, 2026

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title:

Grant Agreement #:

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name		1.4. Subrecipient Address	
Chief of Police Name:		Chief of Police email:	
Grant Contact Name:		Grant Contact's email:	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))		1.4.2 UEI # Verified UEI screen shot is valid - Date Stamped	
1.5. Subrecipient Phone #	1.6. Effective Date	1.7. Completion Date	1.8. Grant Limitation (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii)))
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

2. SCOPE OF WORK In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire. 4. EFFECTIVE DATE: COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT

5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND

17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and

\$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Selectboard Meeting
September 14, 2026

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ [2 CFR 200.216](#) Prohibition on certain telecommunications and video surveillance services or equipment.

§ [2 CFR 200.317](#) Procurements by states.

§ [2 CFR 200.318](#) General procurement standards.

§ [2 CFR 200.319](#) Competition.

§ [2 CFR 200.320](#) Methods of procurement to be followed.

§ [2 CFR 200.321](#) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ [2 CFR 200.322](#) Domestic preferences for procurements.

§ [2 CFR 200.323](#) Procurement of recovered materials.

§ [2 CFR 200.340](#) Termination.

[Appendix II to Part 200](#) - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Selectboard Meeting
September 14, 2026

EXHIBIT B
SCOPES OF WORK & PERFORMANCE MEASURES

Scope of Work
Speed Enforcement

Year over year, among other factors, speed is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. To have the greatest impact, among other areas of enforcement, local law enforcement should utilize Speed Enforcement funding in focused efforts to enforce speed limits in areas where state and local data identifies the locations, days and times that speed violations and crashes are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Exhibit B - Grant Requirements and Information”.**

- The locations as well as days and times of the Speed Enforcement overtime patrols shall support the problem statement identified in the grant application.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol, as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funded efforts, patrols must consist of **one grant-funded Officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts, in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
DUI Enforcement

Selectboard Meeting
September 14, 2026

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- *DUI Enforcement patrols including DUI Saturation patrols should be no less than **4 hours**, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.*
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With **written**, pre-approval from the Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
Distracted Driving Enforcement

Selectboard Meeting
September 14, 2026

Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law**. Patrols should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
Pedestrian Bicycle Enforcement

Selectboard Meeting
September 14, 2026

Pedestrian/Bicycle enforcement patrols should be aimed at enforcing the state's pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- It is highly recommended that Officers conducting the Pedestrian & Bicycle enforcement patrols complete an Online training course; "Pedestrian and Bicycle Laws", sponsored by Police Standards and Training Council.
- Grantees must utilize pedestrian and bicyclist crash data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicyclist.
- Pedestrian Bicycle enforcement patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- The OHS has an expectation that Officers will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol Officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser) when conducting strategic Pedestrian & Bicycle enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: 16 of 188 _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Seatbelt Mobilization

This **Seatbelt Mobilization** coincides with the National “Click It or Ticket” campaign. In NH the purpose of this Seatbelt mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts.

- This mobilization is required to be conducted during the following timeframe: **Monday May 17, 2027 – Sunday June 6, 2027. At least 4 hours of Occupant Protection enforcement to be conducted starting on the KICKOFF date through Monday May 17, 2027.**
- It is highly recommended that Officers/Deputies conducting the Seatbelt Mobilization complete an Online training course; “Occupant Protection/Child Passenger”, sponsored by Police Standards and Training.
- Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (PAR). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Police Department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer/Deputy per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers/Deputies per cruiser when utilizing a spotter (one Officer/Deputy in the cruiser and one Officer/Deputy outside the cruiser) when conducting strategic Occupant Protection enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: 17 of 188 _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
IMPAIRED DRIVING MOBILIZATION

Selectboard Meeting
September 14, 2026

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Mobilization funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring and where the greatest likelihood of finding impaired drivers exists. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

Note: Only unspent funds from the first Impaired Driving Mobilization campaign may be rolled over to the second Impaired Driving Mobilization campaign or vice versa. Please e-mail your Field Representative at HWYSAFETYMAIL@dos.nh.gov, in advance, if a mobilization effort will not be conducted.

- Participation in these **TWO** national **IMPAIRED DRIVING MOBILIZATIONS** is required to be conducted during the following timeframes:

First Mobilization: *Wednesday December 16, 2026 – Friday January 01, 2027. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Thursday January 01, 2027.*

Second Mobilization: *Friday August 13, 2027 – Sunday September 5, 2027. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Friday August 13, 2027.*

- **IMPAIRED DRIVING MOBILIZATION** patrols should be no less than 4 hours, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With written approval from the NH Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Distracted Driving Mobilization

Distracted Driving Mobilization enforcement patrols should focus on enforcing **New Hampshire’s Hands-Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.** Officers should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Exhibit B - Grant Requirements and Information”.**

- This mobilization is required to be conducted during the following timeframe: ***Monday April 05, 2027 – Monday April 12, 2027. At least 4 hours of Distracted Driving mobilization enforcement per department to be conducted starting on the KICKOFF date through Monday April 12, 2027.***
- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B - cont.
Performance Measures
Enforcement Patrols

Selectboard Meeting
September 14, 2026

Speed Enforcement: In the FFY, in an effort to help reduce Speed related serious injury and fatal crashes within our patrol areas, we plan to increase the number of grants funded four (4) hour Speed patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and by also increasing speed summons by 2% in the FFY. Through this effort we expect to increase speed specific enforcement under this project by 2% in the FFY.

DUI Enforcement: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we plan to increase the number of grants funded six (6) hour DUI patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Enforcement: In the FFY, in an effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we will increase the number of grants funded four (4) hour Distracted Driving patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and also by increasing distracted driving summons by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Pedestrian Bicycle Enforcement: In the FFY, in an effort to help increase Pedestrian/Bicycle public awareness and safety and reduce Ped/Bike serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Ped/Bike patrols by 2%, during which we expect to make a 2% increase in Ped/Bike contacts. Additionally, we plan to increase total stops by 2% in the FFY, and by increasing these stops for Ped/Bike violations, summons will increase by 2% in the FFY. Through this effort we expect to increase Ped/Bike specific enforcement under this project by 2% in the FFY.

Seatbelt Mobilization: In the FFY, in an effort to help increase occupant protection public awareness and reduce unbelted fatalities and serious injuries among our youth within our jurisdictional patrol areas, we will conduct the Seatbelt Mobilization enforcement effort, to coincide with the national "Click It Or Ticket" campaign. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) hour Seatbelt Mobilization patrols by 2% in the FFY and increase the number of vehicles visually checked for child restraint law violations by 2% in the FFY. Additionally, we plan to increase the total number of vehicles stops and increase Occupant Protection stops by 2% in the FFY.

Impaired Driving Mobilization: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas. During these two High Visibility Enforcement impaired driving campaigns, we plan to increase the number of grants funded six (6) hour Impaired Driving patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Mobilization: In the FFY, in a further effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) distracted driving mobilization patrols by 2% in the FFY. Additionally, we plan to increase the total number of Distracted Driving/Mobile Electronic Device vehicle stops by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Crash Reduction: Through the initiatives above we hope to realize a 2% reduction in the number Fatal, Serious Injury and total Crashes from the previous calendar year.

Grantee Initials: _____
Date: _____

Grantee Initials: 20 of 188
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B – cont.
GRANT REQUIREMENTS AND INFORMATION

Selectboard Meeting
September 14, 2026

- Officers/Deputies funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the Trooper's presence, in the case of response to a Trooper/officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers/Deputies may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summonses in pursuance of the department's obligation associated with the grant.
- If an Officer/Deputy makes an arrest during the patrol shift but does not complete the arrest before the shift is scheduled to end, the Officer/Deputy can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An Officer/Deputy who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e., crash, domestic dispute, criminal complaint, etc.), must **not** count such hours as hours worked on a Highway Safety Grant.
- Officers/Deputies will be reimbursed at an overtime rate of pay as established by their departments policies for hours worked during the enforcement patrols. Part-time Officer/Deputy will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (PAR) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the (PAR) Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own (PARS) Patrol Activity Reports or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (PAR).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.
- Please E-mail your NH Highway Safety NHOHS Field Representative/Law Enforcement Liaison, in advance, if a mobilization effort cannot be conducted or if there are any other issues of concern @ hwysafetymail@dos.nh.gov
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

OTHER PROVISION - NH OFFICE OF HIGHWAY SAFETY

- In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT C

Terms of Payment

Selectboard Meeting
September 14, 2026

Payment, Reimbursement Schedule, and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A.
- It is understood that all patrols will be conducted on an overtime basis. Part-time officers will be paid at their normal hourly rate.
- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)
- See link for all the required forms - <https://www.nh.gov/hsafety/publications/index.htm>
- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (QSR) for each project;
 5. Patrol Activity Reports (PAR) for each project.
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Copy of the detailed equipment paid invoice (with all Serial #'s);
 3. Match Tracking Form (HS-22);
 4. Copy of bank canceled check(s) front and back; and
 5. Final Equipment Report (HS-8E) for each vendor (with all Serial #'s included)
- Over-Time COB Grant reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
 3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
 4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
 5. Copies of all COB Grant related invoices and/or receipts.
- If no enforcement patrols took place during the quarter, you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - o 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - o The cost of alcoholic beverages is unallowable.
 - o Costs incurred by advisory councils are allowable.
 - o Audit costs are allowable.
 - o Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - o Entertainment costs are unallowable.
 - o Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - o Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* -**
These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - o eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT		
DUI ENFORCEMENT		
DISTRACTED DRIVING ENFORCEMENT		
PEDESTRIAN BICYCLE ENFORCEMENT		
SEATBELT MOBILIZATION		
IMPAIRED DRIVING MOBILIZATION		
DISTRACTED DRIVING MOBILIZATION		
E-CRASH EQUIPMENT(MDT)		
E-CRASH EQUIPMENT (Printers/Ext. Scanners/Ext. Receivers/Hardware Firewall/CAD-RMS Software)		
SPEED EQUIPMENT		
C.A.R. EQUIPMENT/C.A.R. TRAINING		
EMERGENCY MEDICAL SERVICES		
BODY CAMS & IN-CRUISER VIDEO DASHCAMS		
Community Outreach & Betterment (COB) Grant		
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).		

Awarding Agency: Office of Highway Safety (OHS)		
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 Volpe Center 220 Binney St., RTV-8E, Cambridge, MA 02142-1093		
Budget period (new) – 10/01/2026 to 09/30/2027		
Is This a Research and Development Project: NO	24 of 188	Is Indirect Costs Applicable to This Grant: YES NO

Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY27)

SPEED ENFORCEMENT

PSP & Task 27-02-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

DUI ENFORCEMENT

PSP & Task 27-07-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

DISTRACTED DRIVING ENFORCEMENT

PSP & Task 27-04-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

PEDESTRIAN BICYCLE ENFORCEMENT

PSP & Task 27-06-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

SEATBELT MOBILIZATION

PSP & Task 27-01-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

IMPAIRED DRIVING MOBILIZATION

PSP & Task 27-07-11 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

DISTRACTED DRIVING MOBILIZATION

PSP & Task 27-04-11 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

E-CRASH EQUIPMENT

PSP & Task 27-03-06 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

SPEED EQUIPMENT

PSP & Task 27-02-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

EMERGENCY MEDICAL SERVICES

PSP & Task 27-10-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

BODY CAMS & IN-CRUISER VIDEO DASHCAMs

PSP & Task 27-07-04 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

COMMUNITY OUTREACH & BETTERMENT (COB) Grant

PSP & Task 27-09-03 402/IIAJ/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A37527300004020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0, 69A3752730SUP4020NH0

Town of Meredith, NH
NOTICE OF PUBLIC HEARING
Acceptance of
Unanticipated Funds – NH DOS

The Meredith Select Board will hold a public hearing pursuant to RSA 31:95-b, relative to the acceptance of unanticipated revenue in the amount of \$10,300. Said funds represent a grant awarded to the town from the Department of Safety for Traffic Enforcement initiatives. The public hearing will be held on **Monday, September 14th, 2026** at **about 4:30 pm** at the Meredith Community Center, 1 Circle Drive, Meredith, NH. Interested members of the public are invited to attend and comment.



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of August 24, 2026

From: Rachael Bethmann, Administrative Assistant

Subject: Selectboard to consider approving meeting minutes

Suggested Motions:

- 1) Selectboard member moves, *"I move that the Selectboard approve the minutes of the August 24, 2026 Select Board meeting."*
- 2) Selectboard member moves, *"I move that the Selectboard approve the two meeting minutes of the July 27, 2026 nonpublic sessions of the Select Board meeting."*
- 3) Selectboard member moves, *"I move that the Selectboard approve the minutes of the August 10, 2026 nonpublic session of the Select Board meeting."*
- 4) Selectboard member moves, *"I move that the Selectboard approve the minutes of the August 24, 2026 nonpublic session of the Select Board meeting."*

Selectboard Chair calls for a second, discussion and vote.

Attachments/Exhibits:

Applicable public draft minutes



Town of Meredith

41 Main Street, Meredith, New Hampshire 03253
www.meredithnh.gov

**MEREDITH SELECT BOARD
(DRAFT) MEETING MINUTES
At Meredith Community Center
August 24, 2026
4:30 PM**

CALL TO ORDER:

Chairperson Aiken called the meeting to order at 4:30 p.m.

PRESENT:

Steve Aiken, Chair
Jim Gregoire, Vice Chair
Lynn Leighton, Selectperson
Mike Pelzcar, Selectperson
Jeanie Forrester, Selectperson

STAFF PRESENT:

Rachael Bethmann, Administrative Assistant
Krystal Alpers, Director of Parks & Recreation
Mike Harper, Police Chief
Ken Jones, Fire Chief

PLEDGE OF ALLEGIANCE:

Chairperson Aiken led the pledge of allegiance.

AGENDA ITEM 1. MINUTES:

Select Board to consider approving meeting minutes.

Selectperson Leighton makes a motion that the Select Board approve the minutes of August 10, 2026 with some amendments:

Selectperson Forrester – asks to correct the spelling of Labrecque

Selectperson Leighton – asks for clerical errors to be corrected
Line 119 – motion seconded, Line 299 – Director Bordeaux was not in attendance, Line 333/337 – Two T's in Robert, Line 716 – huge "part of raising", Line 770 – correct the date for Old Home Day to September 19th – "use the same truck as last year"

Gregoire - Page 21 – update the “next meeting” date to August 24th, 2026

Gregoire seconded with corrections

Passed Unanimously

Select Board to consider approving non-public meeting minutes.

Voting next meeting

AGENDA ITEM 2. WORKSHOPS:

A. America’s 250th Committee Time Capsule (Chris Kelly)

Chris Kelly, Chair of the 250th Celebration Committee – He started off by thanking by name all the members on the Committee. On August 17th they met to discuss a time capsule that they would like to bury at the Old Home Day to be opened on July 4th, 2076. Location ideas – Community Park, Heskey Park, Garden at the Community Center, and the library lawn. The Committee voted on their potential favorite location being Community Park. They know the activity will be mostly happening on Main St. [on Old Home Day]. He then lists all the items they are brainstorming to add to the time capsule. They would like to add a granite capstone with an engraving, to be flush with the lawn to mark the location.

Selectperson Forrester, 250th Celebration Committee Member - clarifies for the board that their committee came to the meeting tonight asking for permission to have it placed in Community Park.

Consensus from the board that that would be a good location

No vote

Selectperson Leighton, 250th Celebration Committee Member - shares that the cylinder would be engraved with a small note and a Town of Meredith seal.

Chris Kelly reads the proposed engraving out loud.

B. Prescott Park Master Plan Presentation (Director Alpers, Engineers)

Director Alpers – She thanks the board for inviting them to present the proposed Master Plan for Prescott Park. She emphasizes the Committee’s involvement of the community while developing this plan. She is joined by Jeff Highland with Ironwood Design Group, Scott Bourcier with Gale Associates, and Anthony Mento with SMP Architecture. She lets the board know that the Committee is in the stages of finalizing the proposed plan, so that they can move into the next steps of identifying and securing funding. She invites Dan Curnyn, the Chair of the Committee, to speak.

Dan Curnyn, Chair of Prescott Park Committee – Their initial task was to gather as much public information as possible in tandem with Jeff Highland with Ironwood Design. They polled user groups of Prescott Park, the Meredith Community, and carried out walking tours of Prescott Park with the engineers. They believe that once this park is completed, it's going to be a park for all ages. He invites Jeff Highland from Ironwood Designs to speak.

Highland, Senior Landscape Architect with Ironwood Design Group – Thanks Scott Bourcier with Gale Associates, Anthony Mento with SMP Architecture, Thanks the Committee, Retired Parks and Recreation Director Vint Choiniere and current Parks and Recreation Director Krystal Alpers.

They Started off with public outreach, with the participation from community they have been able to figure out their main objectives. They carried out online surveys, in person surveys, and a walking tour of the park. The online survey had 462 responses, 85% were year-round residents. Vehicle parking was the number one concern, there was a high desire for pickleball courts to be set up away from the tennis courts, and the playground was also highly rated. The Playground has already been implemented. Another important detail for the community was a request that the fields, walkways and parking lots have nighttime lighting.

There was also an active user survey for the stakeholder groups, prepared by Gale Associates. As they were collecting the survey information, they also made sure to walk around the park and speak with individuals actively using the park. They used state and town GIS data to create a comprehensive base drawing of Prescott Park. They also documented certain constraints. Hawkins Brook is a very critical component and was recognized as the number one element through this documentation of existing features. They noted all the on-site utilities, box culvert, and the state permitted curb cuts, and the multiple buildings on site. Then they worked with the committee to go through goals and objectives. They went through a whole host of objectives and narrowed them down to achievable goals.

[Prescott Park Master Plan](#) - Power Point of current Master Plan that Jeff Highland walks through with the Selectboard.

Highland, Senior Landscape Architect with Ironwood Design Group – Invites Scott Bourcier with Gale Associates to speak.

Bourcier with Gale Associates – Goes over the parking and vehicle accessibility for the Master Plan. Because of the lack of parking lines in the current parking lot, they are unable to estimate how many vehicles can park there in its current state. They intent to build out the parking lot for the Master Plan with 222 spaces. They will update the dead end with a roundabout.

Mento, SMP Architecture - Tasked with looking at the buildings that are on site. He goes over the repairs and updates needed for Building #2 and Building #3. They would bring them both up to the Energy Code whilst revising the outside and the inside of both

buildings. They would add bathrooms, ADA accessible bathrooms, and an addition to Building #3 for winter storage and work on the Parks and Recreation vehicles. He would like to update the buildings' façades so that they mimic Meredith's unique aesthetic. He praised the buildings for being very solid, just in need of updates and upgrades.

Highland, Senior Landscape Architect with Ironwood Design Group – Opens up the final cost portion of the presentation. The project is over 15+ acres. Prescott Park is unique in that major parks are not typically so close to Towns' downtown areas. Ironwood partnered with PCM Company, a cost estimating company based out of Portland [Maine]. They have approximated this project at \$18.5 million dollars. \$4.5 million of that is contingency and additional design work and what they'll need to put in before they put this project out to bid. Construction itself should cost about \$14 Million. Buildings are estimated at \$1.5 million. The balance of \$12.5 million would be for all the park infrastructure upgrades and updates. The way they arrived at the protentional phases is a few factors, including efficient construction sequencing, understanding the construction process, and community preference. He goes into the potential phasing plan:

Potential Phase 1 – This includes almost the entirety of the lower park area. Parking lots, and the access road to the upper park. It includes ball fields and 1 set of pickleball courts. This completes about 60% of the overall project. It does not include the building renovations, the second set of pickleball courts, or the pavilion. But it does include earthwork and establishing grading.

Potential Phase 2 – This encompasses the building renovations, and the second grouping of the pickleball courts. About 30% of the project.

Potential Phase 3 – Includes the dog park, stormwater treatment of the dog park, and the pavilion. The final 10% of the project.

Phase 1 – \$11.123M

Phase 2 – \$5.561M/ (\$6.395M (2029 dollars))

Phase 3 – \$1.853M/ (\$2.450M (2031 dollars))

He continues that what this phasing doesn't account for is how many years could pass between potential phases. The second costs shown for Phase 2 and Phase 3 account for inflation. Although it is a large price tag, there are benefits of doing it all at once. Because of inflation, the second and third phases could cost 12-15% more over the course of time. He believes if they do it all at once they can manage the safety of guests more efficiently. From a bidder standpoint, they might be more incentivized if it is just one project. He believes if it is done as one single project, they could complete the entire Prescott Park in 1 year, with the possibility of it need an extra season for final landscaping. He believes the fields could be back in use in Spring of 2028 if the construction were to start March of 2027.

Funding opportunities – grants, sponsorships, and Town funding. He knows there were a lot of donors for the Community Center, he believes a similar approach could be made for Prescott Park. Including but not limited to sponsored fields and benches.

He offers up the Final Report both in print form as well as digital forms.

Chairperson Aiken opens the floor to the public.

Carol Gerken, 14 Oak Knoll Rd. – Asks two questions:

1. Is the playground a part of the \$18.5M price tag?

Chairperson Aiken – The playground is paid for.

2. Is the landscaping included in the \$18.5M price tag?

Highland, Senior Landscape Architect with Ironwood Design Group – Yes, the landscaping is included in the overall pricing in the Master Plan. In the Master Plan there are a lot of green circles, those are trees and shrubs. They even have an invasive species management plan for the property. There are a lot of invasive species in the Hawkins Brook corridor, which is very common.

Matt Pierson, 69 Neal Shore Rd. – Wants to know why the pickleball courts are laid out way they are; he estimates that on any given day they will have 16 pickleball players. In the current park they often move back and forth between the current tennis courts modified for pickleball. He notes the pickleball cages in the Master Plan are separated and there is no line of site between them. He believes this takes away people from being able to move between those courts. He wants the pickleball courts completed in one phase so that everyone can be playing at the new courts at the same time. He asks if he heard them say they wanted to move the pickleball courts away from the tennis courts, he believes that is an inconvenience for people who play both tennis and pickleball.

Chairperson Aiken – The basis of having the pickleball courts away from the tennis courts, is so there are designated areas for both sports. They are trying to move them further [from residential areas] as there are noise concerns about pickleball.

Highland, Senior Landscape Architect with Ironwood Design Group – This Master Plan is a revised and refined pass at the configuration. There is still opportunity to move things around. In this version of the plan there is a path connecting the two pickleball courts. There are wetlands buffers for Hawkins Brook which give them space constraints. They are trying to be cognoscente of environmental concerns. He explains there may be opportunity to shift them a little bit for the next round of the Master Plan.

Eilene Harris – lived in Meredith for 45 years, now in Center Harbor. She was in the original group for the upper fields and the Meredith Community Center. She shares that the current parking lot was the town dump, which is why it sinks. She says the state made it a big issue that nothing could be built on it, during her time working on Prescott Park. They also had constraints about building near Hawkins Brook due to a prior Town Manager that did things without permission from the state. She congratulates the team for all the good work they have put in with the planning of Prescott Park. She says it's a bargain.

Rick DeMark, 114 Chase Rd. – Shares that in the spring of 2024 he was assisting with the farmers market for Meredith. He was told at the time about the upcoming Master Plan, and that [the Town] did not want to make an obligation for the farmers market at the time. They ran [the farmers market] from 2024-2025. He would like to ask if there was a multi-use area available to citizens and groups. He was a part of the dyke at Hawkins Brook/Prescott Park in the mid-90s. He asks if that dyke still a functional asset with this design?

Highland, Senior Landscape Architect with Ironwood Design Group - There are a couple places that could work for the farmers' market. The Pavilion, or they close off a portion of the parking lot.

Chairperson Aiken The road in front of the park could also be used.

Highland, Senior Landscape Architect with Ironwood Design Group – Explains that Hawkins Brook flooding was taken into consideration. They are planning to build with the intent that things could be flooded. This master Plan has not completely vetted for all the materials they will use.

Rick DeMark, 114 Chase Rd. Offers the hydrology of why the dyke was built there.

Highland, Senior Landscape Architect with Ironwood Design Group Thanks him for that.

Ann Sprague, Circle Dr. – Asks them to expand on the use of synthetic turf, where and how much?

Bourcier with Gale Associates – Explains that grass fields need rest after extensive use. Typically, every 200 uses the fields need to rest to regrow. There are pros and cons for both synthetic and real fields. Grass is cost-effective to install, but it comes with maintenance. Synthetic is more expensive upfront but needs no upkeep. During their polling they learned that the Upper Fields would be used more by the Middle/High School and for Adult Recreational teams on a more consistent basis. This is where they plan for the synthetic grass. The Lower Fields will be all real grass, for children's recreational teams, used on a less consistent basis.

Chairperson Aiken – If you practice on grass and then play on turf, it's a very different experience. Practicing on turf and then playing on turf will be better for the student athletes.

Bourcier with Gale Associates – All high schools, and higher-level soccer teams are playing on turf.

Sue Mangers, Village Dr. – The buildings down by the children's playing area. One used to be able to serve food. Will that still be an option?

Mento, SMP Architecture – The renovation of Building #2 could serve as a concession stand, but that is not its primary use. The long-term goal is to have the pavilion to be open and accessible for concessions.

Chairperson Aiken – The window on that [building] faces the skate park, and that doesn't allow families to watch their children's games.

Selectperson Forrester – She brings up the fact that they talked about invasive species, have they done any cost estimating what it will take to maintain the park on an annual basis. Maintenance costs? When can we anticipate that?

Highland, Senior Landscape Architect with Ironwood Design Group – No they have not don't the maintenance projection. Mainly because there are many details that still need to be worked out. In the next phase of design, they would be able to do that with better accuracy.

Selectperson Forrester – States that they talked about the Land and Water Conservation Fund. And tells everyone to know that if they used that, there would be Federal ties. She asks **Director Alpers** in the audience if they used that fund for Prescott Park already. **Director Alpers** shakes her head no. She continues that although they spoke about bringing the building Energy Code, she did not see any opportunities for energy grants.

Mento, SMP Architecture – There are grants for that, and there are organizations they can collaborate with to tackle getting the money to offset those costs. [The town] already has a solar array on top of Building #2 and they would look to add more solar to Building #3. They will investigate those costs, but they are still in the preliminary stage.

Selectperson Forrester – Congratulates the amazing job of the Committee, and thanks Retired Parks and Recreation Director Vint Choiniere and current Parks and Recreation Director Krystal Alpers. Ask's for a copy of the presentation.

Selectperson Leighton – Thanks the Committee and the team of Engineers. Speaks on how grateful Chairperson Aiken and she is for getting to participate.

C. Police Fire Suppression System Repair (Chief Harper)

Chief Harper - Request \$6,500 from the Building and Maintenance Expendable Trust that currently has a balance of \$162,762. The money will be used for the station Fire suppression system, which is 20 years old, but it is in critical state. A Dry Pipe Valve (DPV) is a critical component of the system because it controls the release of water into the sprinkler system when a fire occurs. A faulty DPV could delay or prevent the sprinkler system from functioning when needed and could be a life-safety concern.

Chairperson Aiken – Is there anything else that needs to be fixed?

Chief Harper The PD recently updated a switch that needed to be replaced, and eventually the cast iron pipes that house the fire suppressant system will need to be replaced, but as of right now they have no other imminent concerns from the company they are working with.

Selectperson Forrester This is a life safety concern? I am ready to make a motion.

Chief Harper Yes, it is a life safety concern, and I have a motion ready to go.

Selectperson Pelczar moves that Chief Harper use \$6,500 from the Buildings and Maintenance Expendable Trust Fund to remove, dispose and replace a dry pipe valve for the sprinkler system for the sprinkler system at the Police Department.

Selectperson Leighton Seconds

Passes Unanimously

Chairperson Aiken asks Manager Milner if they currently have any other funds coming out of that Trust Fund, and **Manager Milner** says not that she is aware of.

D. Highway Safety Grant (Chief Harper)

Chief Harper – The Police Department annually applies for and receives grant funding from the New Hampshire Highway Safety Agency. This grant supports several critical enforcement initiatives, including Speed Enforcement, Pedestrian Contact efforts, DUI Enforcement, and Distracted Driving (specifically texting while driving). He has submitted the application and has received confirmation from the State. The total grant amount being offered for 2027 is \$10,300, which includes a required town match of \$2,575—an arrangement consistent with last year's funding. They have applied for these grants for 15 years.

Selectperson Forrester moves that the Selectboard authorize a public hearing pursuant to RSA 31:95-B to decide to accept unanticipated revenue in the amount of \$10,300 in grant funds from the Department of Safety for traffic enforcement initiatives.

Selectperson Pelczar seconds

Passes Unanimously

Selectperson Leighton passes an envelope to Chief Harper for a Cornhole competition.

AGENDA ITEM 3. BUSINESS:

A. WWAC Watershed Application –

Donna Murphy, Chair of Waukegan Watershed Advisory Committee – The grant project is to mitigate the two most egregious Water Quality Pollution Sites on Lake Waukegan.

These sites are identified in the 2026 Waukegan Watershed Revision NHDES grant.

Site 1 – Town Boat launch/ramp, adjacent public park, adjacent waterfront, vegetation and rip-rap shore front. Test Results exceed State Maximums, worsening each year for the past ten years, adjacent to the Town Water Dept. intake pipe.

Site 2 – Forrest Hill Rd. phosphorous pollutant site.

She lets the Selectboard know NHDES Requests a Letter of Commitment from Town Select Board, to Address the Required Match. They are also anticipating letters of Commitment requested from Water Dept and DPW, to address match offset contributions to the required match, letters of Commitment to be submitted by Windy Waters Conservancy, regarding Lake Hosts and kiosk maintenance, letter of Commitment to be offered by WWAC; offering time required and volunteer Committee time, budgetary support (grant application preparation and creation). Existing contracts with FBE, subsequently supporting NHDES Source Water Protection grant application to be submitted in November.

This grant allows for both cash & in-kind matches. WWAC expects the match to be in-kind. Intent to apply is due on 9/11/26. She explains that this grant is a result of the lake management plan grant and will lead to further grants for mitigation/construction of the project. They plan on applying for another source water grant that is due in November. They are anticipating a grant request of about \$100,000.

Chairperson Aiken They pushed this ahead of the workshop portion because of date requirements. They have used this grant before.

Selectperson Gregoire – He understands that they want the support of the Selectboard, what exactly will be done to mitigate the pollution?

Frank Murphy, WWAC - They are waiting on the 10% concept design from the Engineering firm. They are hoping to design it for mitigation of the runoff pollution at those sites. They met with Craig Hale, he is working on “best practices” to start addressing the 77 sites that contribute to the phosphorous pollution around the lake. They are hoping to sequence these grants to expedite the many steps of the probable year and a half process.

Selectperson Forrester – They are correct in saying that normally they would have a workshop and then put it on the business portion of the meeting. She recognizes that WWAC are at every Selectboard meeting and feels they already have given their workshop. She really appreciates all the work WWAC does for Meredith’s water quality.

Tom Hughes, 65 Forrest Hill Rd. – How did this specific point of that hill get picked out?

There are many places that wash out during large storm events. Lower portion of Forrest Hill Rd. He wants to know why that one spot was picked?

Frank Murphy – The chosen site is one of 77, it was identified as the worst runoff around the lake. They wanted to start to address the phosphorous pollution while also working on the boat ramp. By bundling those two issues they had a better chance of receiving a little more money from the grant, and possibly help them receive the grant.

Selectperson Leighton moves that the Meredith selectboard support the NHDES 319 Watershed Assistance Grant application to mitigate the Town Boat Ramp, Adjacent Waterfront & Adjacent Park site as well as the Forrest Hill Road site on Lake Waukegan and authorize, Judie Milner, Town Manager, to sign the letter of commitment and other grant documents for the application on behalf of the Town of Meredith.

Selectperson Gregoire Seconds

Passes Unanimously

B. Stewart's Ambulance Agreement (Chief Jones)

Chief Jones – They asked for another 30-day extension on 8/26/2026, and Chief Jones received an updated contract earlier that same day (day of this meeting). He asks the board to postpone this vote until the September 13th meeting.

Selectperson Forrester – Knows that they had to put \$250,000 into a fund. Will they need to add anything else to that?

Chief Jones - That is to be held within each town for certain circumstances, including a 25% increased load for Stewart's at any given time.

Manager Milner – Meredith didn't put the whole \$250,000 they only put \$100,000-\$150,000 into that fund, so a warrant article will need to be brought to the Selectboard for the remaining funds to be added to that account.

Selectperson Forrester – went by the 9/11 Memorial and it looks amazing.

Chief Jones – The memorial has far exceeded his expectations and thanks all the people who donated. He is hoping to set up an account for the donations that continue to come in, so that the memorial can be maintained for years to come. He continues to ask some clarifying questions about reimbursement policies and grant policies for the Fire Department.

Manager Milner – The board can accept up to \$9,999/year in grant funding without a public hearing.

C. Financial Report – Informational only

July Revenue and Expense Reporting

AGENDA ITEM 4. TOWN MANAGER’S REPORT:

Town Offices closed on September 7th

Shares her condolences with the entire community over the passing of Charlie St. Clair, the longtime Executive Director of Laconia Bike Week. He will be missed.

Congratulations to Meredith PD, Stewarts ambulance, and Meredith FD. Cone with a cop was a huge success with over 457 cones passed out.

Director Alpers has joined LRPC Bike & Pedestrian Subcommittee

Manager Milner thanks Wamesit Engine Company, the volunteers, and Selectperson Leighton for helping raise the funds for the 9/11 memorial. The groundwork is underway; the governor has confirmed she is speaking at the event and we have raised the funds for the entire project. WMUR is expecting to do a special on 9/11 projects throughout the state to air on 9/10 ahead of the ceremonies and a walkthrough of the ceremony is expected to happen on 9/9 to prepare for the event.

Paying class study – will have the end product by the end of September.

Retaining wall fence has received one quote - \$14,000, hoping for a lower cost from the other two that Director Hale is exploring.

Would the board like to see a Space needs workshop for the employees of the Town?

Selectperson Pelczar – yes, and I also kinda think that forming a committee that I would love to be on, obviously DPW Director Hale maybe even Jonathan [Trull, Code Enforcement] because he has the code knowledge. But yeah absolutely, I think that idea that Craig had about that building is worth looking into seriously.

The Selectboard agrees on a committee

House Bill 340 was unfortunately signed by the Governor into law – waiting for guidance from NHMA and Primex. No one can recommend anything to the board anymore, as it is now considered electioneering. Manager Milner has taken the recommendation section off all agenda reports.

<https://legiscan.com/NH/text/HB340/id/3406107>

Breezeline franchise agreement renewal will be coming soon. It will be coming to the board at the next meeting, and they will need to set a public hearing for the following meeting date.

Columbus Day falls on the Selectboard Meeting, asks the board if they would like to cancel or reschedule it. She reminds them of the Town Administrator/Town Manager style of Government workshop is already an additional meeting to be held on October 19th.

Selectboard decides to cancel the October 12th meeting.

Capital Improvement Spreadsheet will be to the board for the 9/14 and 9/28 meetings – CIP will meet soon after that. Wants to get it to the board before those meetings.

Waukegan Dam Canal Project – Have there been any questions from the public to the Selectboard, and do we need to run another session on that?

No

Route 25 pedestrian crossing – Hale reached out to Former Director Faller for clarifying the signage for the yellow and red lights.

2026 Parking Pilot Program – finding out what they can or cannot do with that area as its from the Land and Water Conservation Fund – the team is going to be able to bring to the board a few options on how to reconfigure that area.

Selectperson Forrester – Land and Water Conservation Funds, she just wants to be really careful applying for something that constrains us in the future.

AGENDA ITEM 5. VISITOR AND RESIDENT COMMENTS:

Chairperson Aiken opened the floor for public comments.

There was no public comment.

AGENDA ITEM 6. SELECT BOARD REPORTS AND COMMENTS:

Selectperson Pelczar

[mic off] No comment

Selectperson Forrester

Selectperson Forrester- Yes, I did forward the email to Judie (Manager Milner), I just wanted to confirm that you got that email about the train horn. **Manager Milner** I did.

Selectperson Forrester So you are looking into that? **Manager Milner** I absolutely will.

Selectperson Forrester And then, I think we did receive an email about crosswalks over by Pleasant St. And then I saw your email, and I said the same thing to the lady that she should come to the meeting tonight. But if she couldn't, I'm sure we could talk about this. Not the signal, people being aggressive with their driving and feeling unsafe. So, I don't know what you do about that. I don't know if you want to speak with her.

I also want to say I was very sad to learn about Charlie [St. Cloud's] passing. He was an

icon, so we are going to miss him. That's all.

Selectperson Leighton

Selectperson Leighton Just to expand a little on what Jeanie's talking about. There is a community member who has a family property on Pleasant St., she walks a lot, and its the crosswalk, I think the Pleasant St. crosswalk and the crosswalk to go over to Hannaford's is what the issue is. So, can we just enter this into the record. Because I think that's what we probably should do about and however that will be addressed through you and the Chief.

Manager Milner asks Selectperson Leighton that she shares the email.

Selectperson Leighton The other thing is that I know Chief Jones talked about the Knox Box for the STR and so not that she needed to do this, but I said oh my gosh I think [the cost of the Knox Box] is a lot for a residential one, the \$500, I think that might scare people. So you can do a wall-mount from Knox Box which is actually approved by the Meredith FD. And they start at like \$227 So I just wanted to kinda share that. I'm a true believer in the Knox Box.

September 11th, 2026 - Ceremony for 9/11 Memorial, the Street Dance, and the lighting at the Highschool for the first home football game, and a dedication. It's a busy day.

Vice Chair Gregoire

Selectperson Gregoire – They received an email about a hateful sticker on Town Property that was removed by DPW. Thanks, DPW for removing it, [inaudible] and hopes we don't see anything else like that in town.

Chairperson Aiken

I am a part of the Chamber for Meredith and this past weekend we had our, the Fine Arts and crafts festival. I want to say that we probably could have used PD assistance with traffic on Saturday. It was probably the largest attendance I have seen in the past decade. The numerous vendors we spoke to said it was a marvelous event and they loved coming to Meredith. So, thank you to the Chamber for putting that together and all the participants who came down and shopped in town.

AGENDA ITEM 7. NONPUBLIC SESSION:

Motion – Chairperson Aiken moved that there is a need for a non-public session per RSA 91-A:3, II (a) The dismissal, promotion, or compensation OR the disciplining/investigation of charges against a public employee, UNLESS the employee affected (1) has a right to a meeting and (2) requests that the meeting be open. Motion seconded by Vice Chair Gregoire.

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571 **Roll Call Vote:**

572 Chairperson Aiken yes

573 Vice Chair Gregoire yes

574 Selectperson Leighton yes

575 Selectperson Pelczar yes

576 Selectperson Forrester yes

577 **MOTION PASSED.**

578

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580 **The Selectboard entered into a non-public at 6:36pm**

581

582 **The Selectboard entered back into a public meeting at 6:59pm**

583 **The meeting adjourned at 7:01 p.m.**

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585 ***Next meeting will be held on September 14, 2026**

586

587

588 Respectfully submitted,

589

590

591 Rachael Bethmann, Administrative Assistant

592 Town of Meredith



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

Subject: David Thorpe will Present Capital Planning Tool

Concurrences:

This tool was first discussed in the Board's June 8, 2026 meeting.

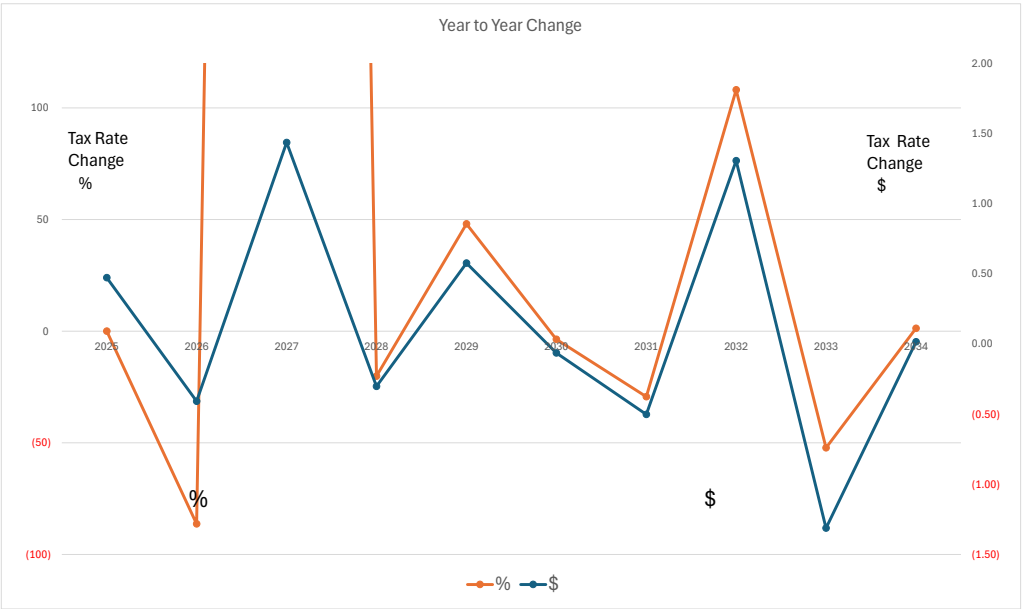
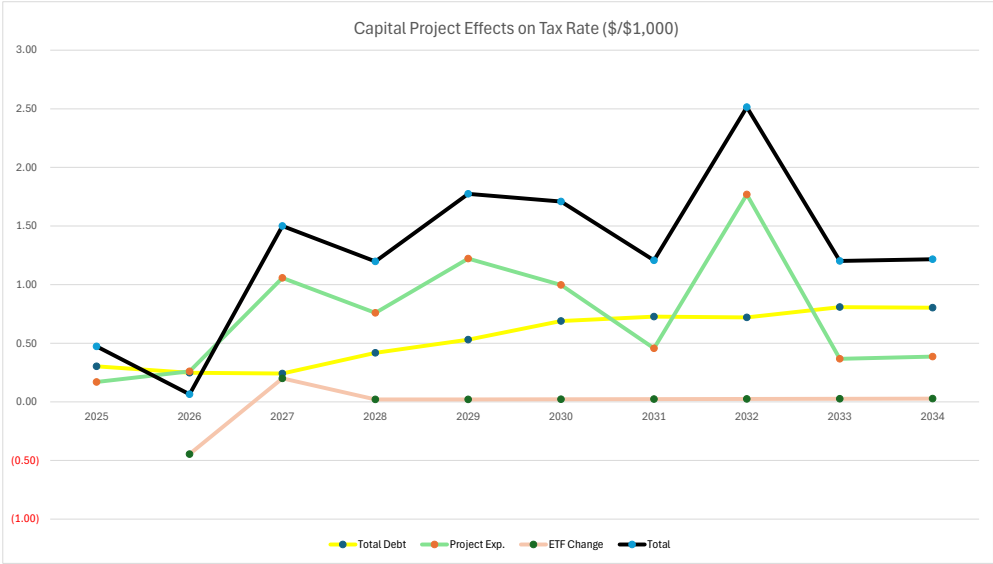
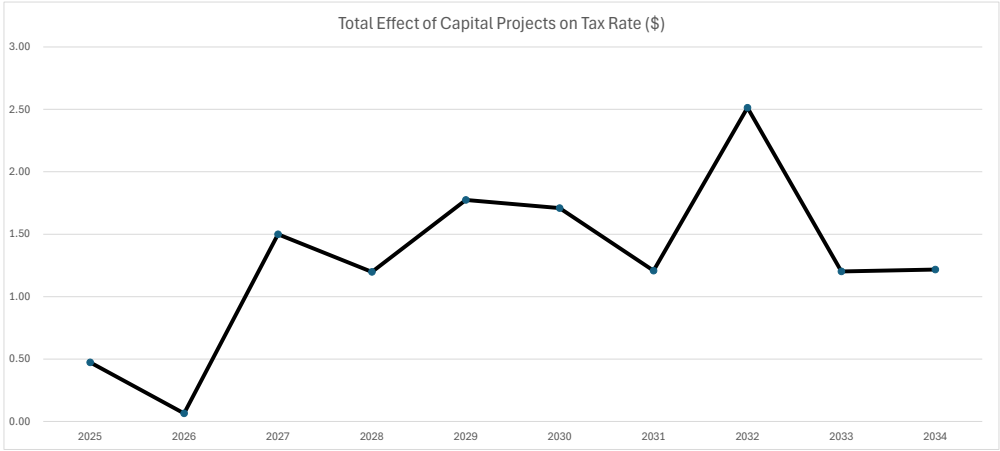
Attachments/Exhibits:

Capital Planning Proposal from David Thorpe

Capital Planning - Notes									
Capital Planning - Rev.1.2.xlsx									
Date of Last Revision: 9/3/2026									
Last Opened: 9/3/2026									
To Most Easily Use These Documents									
Read the Planning Process Description below before the Presentation Worksheet.									
After opening the Presentation Worksheet refer to the list of Project Notes below for explanation of specific projects.									
Planning Process Description									
Creation of the 10-year plan and the PRIMEX goal-setting exercise produced a rich array of desirable infrastructure projects but without determining their priority.									
The planning exercise attached is an attempt to provide an analytical, iterative process for aiding in priority setting from a financial point of view.									
The Large Infrastructure Projects, their cost and applicable ETF's were separated from the other capital items and are displayed in a suggested priority.									
All remaining capital items, costs and applicable ETF transactions, are grouped in one section as "Department Requests".									
The estimated yearly project costs for the Department Request projects are calculated each year from 2026 costs using an inflation factor.									
ETF's transactions to support the Department Request project costs are calculated as a percentage of the estimated project costs.									
No ETF transactions have been shown for the Large Infrastructure Projects. However, current ETF balances applicable to the Large Infrastructure Projects are shown.									
ETF utilization to reduce project expenditures were unusually high in 2026 (Fire and DPW) reducing total costs to unusually low values making year-to-year comparisons to 2027 un-									
Inflation Factors (all easily changed):									
Department Requests are inflated from a 2026 base by 5% per year									
ETF Balances to support Department Requests are 150% of the Department Request project totals.									
Taxable Valuation is inflated by 2% per year.									
Easy Rules of Thumb are:									
\$1M/Yr. of expense translates to approximately \$0.25 in the tax rate.									
\$1M of 20-year bond debt at 3.84% interest rate costs approximately \$75,000/year resulting in a 50% premium in total payments.									
\$1M of 30-year bond debt at 4.00% interest rate costs approximately \$60,000/year resulting in an 80% premium in total payments.									
Project Notes									
1 Bond rates per NH Municipal Bond Bank									
2 Main Street Rehab.: Engineering 2030, \$435 Op. Budget; 2033 \$5M, 20 yr. Bond.									
3 Municipal Buildings: Gross estimate of \$9M, 20 yr. Bond; Possible real estate sales and possible USDA Loan w/ forgiveness to reduce cost.									
4 Prescott Park: One bond for 3 stages but staged draw and interest payments. Gross costs shown but grants, donations, etc. to reduce cost.									
5 12" Rt. 25 Water main extension - \$2,000,000 gross, \$500,000 grant, \$1,500,000 net.									
6 North water tower - Gross \$5,000,000, \$2,500,000 grant, \$2,500,000 net.									
7 Leavitt Beach - Year 2, gross \$600,000, \$300,000 grant, \$300,000 net.									
8 Road maintenance - \$500,000 per year per Town Manager.									
Unplanned Possible Future Large Infrastructure Projects									
Water Treatment Plant - Major Rehabilitation									
Sewer Metering and backwash water settling basin									
Water Service Extension to Rt. 106									
Water Tower at Rt. 106									
Lake Wicwas Dam									

	Capital Planning - Rev.1.2.xlsx													September 1
	Date of Last Revision:	9/3/2026												
	Last Opened:	9/3/2026												
Revision 0 - Initial population.														
Revision 0.1 - Initial population with edits.		\$ x K	\$ x K											
Revision 1.0 First pass plan.														
	Project ID	Net Project Cost	Annual Debt Cost	Notes	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Existing Projects Funded by Debt	Community Center				182									
	Bundled Project				85	84	89							
	DPW Building				619	597	576	554	532	510	488	470	457	443
	Library				331	320	308	296	285	273	261	252	244	240
	Total Existing Debt Service 2025+				1,217	1,001	973	850	817	783	749	722	701	683
Large Infrastructure Projects Funded by 20-Year New Debt			\$/yr. x K											
Cost/Yr/\$1M of Debt (\$) 3.84%	Main Street Rehab	5,000	375	2									375	375
75,000	Municipal Buildings	9,000	675	3						675	675	675	675	675
\$1,500K Total Payment / 50% Premium	Prescott Park - Phase 1	11,120	834	4				834	834	834	834	834	834	834
	- Phase 2	6,395	480	4					480	480	480	480	480	480
	- Phase 3	2,450	184	4							184	184	184	184
	Total New 20-Year Debt Service				1			834	1,314	1,989	2,173	2,173	2,548	2,548
Large Infrastructure Projects Funded by Operating Budget (not included in Department Requests below)														
Waterfront Infrastructure	Lovejoy Public Landing									1,800				
	Hesky Park Town Docks											2,300		
	Boardwalk and Gazebo											300		
	Scenic & Clough Parks / Indian Island											75		
	Cattle Landing Parking and Dock											30		
Main Street Rehabilitation	Planning / Engineering									435				
	Construction													
Waukewan Dam / Canal							500							
Water and Sewer Systems	Rt. 3 Sewer Line						1,500							
	Rt. 25 12" Main Extension			5					1,500					
	North Water Tower			6								2,500		
Municipal Buildings	Town Hall - Sustaining Maintenance							245						
	Town Hall Annex - Sustaining Maintenance						240							
	Public Works Office						110							
	Town Offices - New or Major Renovation													

Town Infrastructure	Hesky Park - Stone Work												
	- Lighting, Electrical, Irrigation												
	Retaining Walls - Pleasant Street							1,500					
	- Library						200						
Parks and Recreation	Leavitt Beach		7			100	300						
	Prescott Park												
Administration	Parcel Mapping					200	200	200					
Roads	Culverts						450						
	Road Rehabilitation		8			500	500	500	500	500	500		
	Project Totals					3,150	1,895	3,700	2,735	500	5,705		
Department Requests													
Estimated Department Capital Requests Funded by Operating Budget and ETF's Required													
(Excluding Large Infrastructure Projects above)													
Inflation Rate (%/Year)													
5.0	Project Totals					683	1,049	1,101	1,157	1,214	1,275	1,339	1,406
ETF Balance as % of Department Projects													
165	ETF Balance Totals (Department Requests only)					2,008	846	1,652	1,735	1,822	1,913	2,008	2,109
	Change from Previous Year (\$)						(1,162)	806	83	87	91	96	100
	ETF Balance - Large Infrastructure Projects Only					1,647	1,019	1,019	1,019	1,019	1,019	1,019	1,019
	ETF Balance Total - All ETF's					3,655	1,865	2,671	2,754	2,841	2,932	3,027	3,128
	Increase/Decrease from previous year						(1,790)	806	83	87	91	96	100
SUMMARY													
	Existing Debt Service					1,217	1,001	973	850	817	783	749	722
	New Debt Service								834	1,314	1,989	2,173	2,173
	Projects (Only)					683	1,049	4,251	3,052	4,914	4,010	1,839	7,111
	ETF Credit - In / (Debit - Out)						(1,790)	806	83	87	91	96	100
	Total Annual Cost - Operating Budget					1,900	260	6,031	4,818	7,132	6,873	4,856	10,106
	Net Taxable Valuation (Inflation Rate below, %)												
	2.0					3,941,626	4,020,459	4,100,868	4,182,885	4,266,543	4,351,874	4,438,911	4,527,689
	Effect on Tax Rate \$/1,000												
	Debt Prin. and Interest					0.30	0.25	0.24	0.42	0.53	0.69	0.73	0.72
	Projects (Only)					0.17	0.26	1.06	0.76	1.22	1.00	0.46	1.77
	ETF Credit - In / (Debit - Out)						(0.45)	0.20	0.02	0.02	0.02	0.02	0.02
	Total Effect on Tax Rate	\$/1,000				0.47	0.06	1.50	1.20	1.77	1.71	1.21	2.51
	Change from Previous Year	\$					(0.41)	1.44	(0.30)	0.58	(0.06)	(0.50)	1.31
		%					-86.3%	2219.5%	-20.1%	48.0%	-3.6%	-29.3%	108.1%



[illegible]

September 14, 20																
Municipal Buildings	Town Hall - Sustaining Maintenance															
	Town Hall Annex - Sustaining Maintenance										240					
	Public Works Office										110					
	Town Offices - New or Major Renovation															
Town Infrastructure	Hesky Park - Stone Work															
	- Lighting, Electrical, Irrigation															
	Retaining Walls - Pleasant Street															
	- Library															
Parks and Recreation	Leavitt Beach			7								100				
	Prescott Park															
Administration	Parcel Mapping											200				
Roads	Culverts															
	Road Rehabilitation			8								500				
	Project Totals					0		0				3,150				
Department Requests																
Estimated Department Capital Requests Funded by Operating Budget and ETF's Required (Excluding projects above)																
Inflation Rate (%/Year)																
5.0	ETF Totals and Project Totals					2,008	683	(1,172)	846	1,049	806	1,652	1,101	83	1,735	
ETF Balance as % of Department Projects																
150																
Total Project Spending Including Debt Service (not including ETF IN (credits) and OUT (debits))							1,900			2,050			5,224			
	ETF Balance Total - All ETF's						3,655		(1,800)	1,865		806	2,671		83	2,754
	Increase/Decrease from previous year								(1,790)				806			83
SUMMARY																
	Existing Debt Service							1,217			1,001			973		
	New Debt Service							0			0			0		
	Projects (Only)							683			1,049			4,251		
	ETF Credit - In / (Debit - Out)							0			(1,790)			806		
	Total Annual Cost - Operating Budget							1,900			260			6,031		
Net Taxable Valuation (Inflation Rate below, %)								3,941,626			4,020,459			4,100,868		
2.0																
Debt Prin. and Interest	\$							1,217			1,001			973		
Effect on Tax Rate	\$/1,000							0.30			0.25			0.24		
Projects	\$							683			1,049			4,251		
Effect on Tax Rate	\$/1,000							0.17			0.26			1.06		
ETF Credit - In / (Debit - Out)	\$							0			(1,790)			806		
Effect on Tax Rate	\$/1,000							0.00			(0.45)			0.20		
Total	\$							1,900			260			6,031		
Effect on Tax Rate	\$/1,000							0.47			0.06			1.50		
Change from Previous Year	\$										(0.41)			1.44		
	%										-86.3%			2219.5%		

[illegible]

September 14, 2024																		
245																		
												0						
						300												
						300												
200			1,500															
300																		
												0						
200			200															
450																		
500			500			500			500			500						
1,895			3,700			2,735			500			5,705			0			0
1,157	87	1,822	1,214	91	1,913	1,275	96	2,008	1,339	100	2,109	1,406	105	2,214	1,476	111	2,325	1,550
4,736			7,045			6,782			4,761			10,006			4,725			4,781
	87	2,841		91	2,932		96	3,027		100	3,128		105	3,233		111	3,344	
		87			91			96			100			105			111	
850			817			783			749			722			701			683
834			1,314			1,989			2,173			2,173			2,548			2,548
3,052			4,914			4,010			1,839			7,111			1,476			1,550
83			87			91			96			100			105			111
4,818			7,132			6,873			4,856			10,106			4,830			4,892
4,182,885			4,266,543			4,351,874			4,438,911			4,527,689			4,618,243			4,710,608
1,684			2,131			2,772			2,922			2,895			3,249			3,231
0.42			0.53			0.69			0.73			0.72			0.81			0.80
3,052			4,914			4,010			1,839			7,111			1,476			1,550
0.76			1.22			1.00			0.46			1.77			0.37			0.39
83			87			91			96			100			105			111
0.02			0.02			0.02			0.02			0.02			0.03			0.03
4,818			7,132			6,873			4,856			10,106			4,830			4,892
1.20			1.77			1.71			1.21			2.51			1.20			1.22
(0.30)			0.58			(0.06)			(0.50)			1.31			(1.31)			0.02
-20.1%			48.0%			-3.6%			-29.3%			108.1%			-52.2%			1.3%



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Chris Janosa, Dir., HR & Special Projects

Subject: Personnel Policy Manual Revisions

Suggested Motion:

N/A – workshop only

Background/Discussion:

The personnel policy manual was last updated in 2018. Over the course of several department head meetings, the Town Manager and all department heads went through the entire manual, section by section, to make updates and changes. Most of the changes were updates to process flows to reflect the current operation. The more substantial changes include:

- Changes to the way vacation is accrued for Department Heads
 - *New employees hired as a department head will receive 160 hours of vacation time on their first day of employment*
 - *All department heads will accrue 14 hours of vacation per month*
- Implementing vacation accruals for regular part-time employees
 - *Will be able to accrue between 4 and 7 hours per month based on their tenure*
- Updating the vacation accrual ceiling from 240 hours to 320 hours
- Allowing employees who have reached the maximum accrued sick leave balance to use up to one day of sick leave per month, even when sick leave is not otherwise needed, in order to accrue an additional day of sick leave on the first day of the following month.

MARKED CHANGES — Yellow highlight = new/revised language. Red strikethrough = deleted language.
[DELETED] paragraphs identify language removed from the prior policy.

Comparison of OLD Personnel policy.docx to Personnel Policy Manual.docx. Inline/paragraph changes identified: 174 modified items, 63 added paragraphs, 72 deleted paragraphs. This is a visual markup for review; it is not native Microsoft Word Track Changes.



Town of Meredith, NH

Personnel Policy

~~manual~~Manual

This document supersedes all personnel policies previously established or approved by the
Town of Meredith.



Town of Meredith

Town Manager's Office

5 Highland Street, Meredith, New Hampshire 03253

Tel: (603) 677- 4209 • Email:

TownManager@meredithnh.gov

Website: www.meredithnh.gov

WELCOME TO THE TOWN OF MEREDITH, NH

As an employee of the Town of Meredith, the importance of your contribution cannot be overstated. The Town's goal is to provide residents and visitors with the finest and most efficient service possible. Employees are an important part of this process.

This Personnel manual explains Town personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for employees within the Town. In an effort to be responsive to the needs of a changing organization, changes or additions to this handbook will be made when necessary. This office will keep employees informed when these changes are made.

We are glad you are part of our team, and we hope your work with us is both challenging and rewarding.

Sincerely,

~~Philip~~ **Judie L. Milner** ~~Warren, Jr.~~
Town Manager

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GENERAL PROVISIONS

ABOUT THIS PERSONNEL POLICY MANUAL

This manual has been prepared to inform Town employees about the Town's general employment practices and policies. These policies apply to all Town employees unless otherwise specified. The policies in this manual are intended to help all Town employees work in a collegial and productive atmosphere. The policies in this manual supersede any previously issued Town employment rules, policies or employee manuals/handbooks. All policies in this manual are effective immediately.

Employees are required to read this manual to familiarize themselves with the policies in it. This manual is a source of general employment information. It is not all-inclusive as no employment manual can anticipate every circumstance or question that may arise in a workplace. In addition to this manual, the Town may use a variety of other methods to communicate employment information, rules, policies and procedures to its employees. Such methods may include bulletin boards, e-mail memoranda and staff meetings. Employees are responsible for all such communicated information. The official, updated copy of this manual is exclusively located on the Town's website, making it available for all employees to review.

The Town of Meredith retains the right to make decisions involving employment as needed and to change, add or delete the policies in this manual in order to conduct its work in a manner that is beneficial to the Town. This includes the current benefit plans summarized in this manual. Employees will be notified of any such change.

If there is any conflict between the summary of any benefit plan contained in this manual and the terms and conditions stated in the actual plan documents and summary plan description the terms and condition in the plan documents will control.

Nothing in this manual does or should be considered to create an expressed or implied contract between the Town and any employee. Except on authorization of the Town's Select Board no supervisor or representative of the Town can modify any policy in this manual or bind the Town to any change to any manual policy, and even then modification of a policy in this manual will only be effective if it is approved in writing by the Town's Board of Selectmen.

Should any provision in this manual be held to be unenforceable or invalid, such finding will not invalidate the rest of the manual, but only the subject provision. And, should any section of the manual incorrectly represent any state or federal law or regulation, the language of the actual law or regulation will control.

For any Town employee whose job position is included within a union bargaining unit, to the extent there is any conflict between the collective bargaining agreement ("CBA") between the Union and the Town for the employee's bargaining unit, the terms and conditions of the CBA will control.

Employees are required to read this manual carefully, and refer to it whenever questions arise. Questions about the policies and procedures described in this manual or suggestions for improvement should be directed to the Town Manager.

ADMINISTRATION

The rules, regulations, policies and procedures in this manual constitute the Town of Meredith's Personnel Policy manual, and they have been adopted for information and guidance and for use by the Meredith Board of Selectmen, Town Manager, supervisory personnel and employees of the Town.

The Town Manager is responsible for the administration of the provisions of this manual and has the authority to take appropriate action in dealing with cases of violations of it. The Town Manager also serves as the Town's Personnel Director.

In implementing this manual, Department Heads, with approval of the Town Manager, are authorized to generate and implement personnel/departmental rules and regulations supplemental to the policies in this manual. Such rules and regulations bear the same authority as the policies in this manual.

OUR WORKPLACE

As you review this manual, you will notice that terms such as "workplace" and "premises" appear in many of Town of Meredith's policies. For most employers, such terms encompass the buildings and surrounding property that they own or lease. However, as you know, the nature of our work as a municipality requires that our use of these terms have a broader definition. Accordingly, whenever our "workplace" or "premises" is discussed in this manual, you must understand that we are discussing not only Town of Meredith buildings, facilities and properties, but also any remote job site to which you may be assigned to work and any vehicle in which you may be traveling in for Town of Meredith related business.

DEFINITIONS

Wherever used in these policies and procedures, the following terms and words shall be defined as indicated below, unless defined otherwise in a specific section in which case that definition will control:

ANNIVERSARY DATE: The anniversary of the initial employment date shall be used for leave accrual or employment verifications only. For the purpose of performance evaluation and merit salary adjustment, the anniversary date will mean the date an employee changes from probationary to a regular employee. Anniversary dates for promoted or reclassified employees receiving more than a 2.5 percent increase shall be the dates of promotion or reclassification for the purpose of salary adjustments and performance evaluations. Employees become eligible for in-grade salary increases on this date, based upon meritorious performance evaluations.

~~DELETED~~

APPOINTING AUTHORITY – The Town Manager is the appointing authority for all classified positions.

COMPENSATION – The salary, wages, fees, benefits, and all other forms of valuable consideration earned or paid to any employee of the classified service by reason of service in the position, but does not include allowances for expenses authorized and incurred and incidents to employment.

DEMOTION – The change of an employee from a position in one class to a position in a class having a salary range with a lower maximum rate of pay.

DISABILITY – A disabling condition; partial or permanent, which prevents, hinders or adversely affects an individual’s performance of their normal routine of work. A formal determination of disability may be based on the disability policy then in place.

DISMISSAL (Discharge) – An involuntary separation of an employee resulting from disciplinary action, inability to perform the duties of the position or other cause.

ELIGIBLE – A person who has met the minimum qualification requirement established for a position or has met the requirements established receive benefits from the Town.

EXAMINATION (Selection Device) – Any test of fitness used to evaluate the ability of applicants to perform the duties of a position. (Example: oral board, written test, performance test, physical examination).

IMMEDIATE FAMILY – “Immediate family” includes spouse, children (natural or adopted), stepchildren, parents, ~~parents-in-law,~~ brothers, sisters, **in-laws**, stepparents, stepbrothers, sisters, grandparents, and grandchildren of the employee.

INCUMBENT – An individual currently occupying a specific position.

JOB DESCRIPTION – The written description of the duties and responsibilities of a class of positions along with its fitness and qualification requirements.

LAYOFF – Involuntary separation of an employee resulting from a reduction in force due to lack of work, lack of funds, or abolishment of the employee’s position.

LEAVE – A period of authorized absence during which an employee does not work but is still considered to be in the employ of the Town. Leave may be authorized with or without pay.

OPEN ENROLLMENT – Designated time frame to make changes or enroll in eligible benefits.

PERSONNEL ACTION – All activities affecting any aspect of an employee’s status. Includes appointments and changes in appointments, original hiring, re-employment, transfer, promotion, and demotion, changes in hours, reallocation, resignation, suspension, dismissal, and placement in leave status.

POSITION – A regularly established job in the classified service of the Town.

PROBATIONARY PERIOD – A working test period, following initial appointment or promotion during which an employee is required to demonstrate by conduct and actual performance of the duties his fitness for the position to which he is appointed.

PROMOTION – Assignment of an employee from a position to another, which has a higher maximum rate of pay.

RECLASSIFICATION – Reassignment of a position from one pay grade, class or title to another pay grade class or title in the Town to more accurately reflect the duties and responsibilities involved.

~~RESIGNATION~~ **VOLUNTARY** (~~Termination~~) **TERMINATION** – Separation of an employee from Town employment by ~~his or her~~ **their** own voluntary act.

INVOLUNTARY TERMINATION – Termination of an employee by the Town.

REGULAR EMPLOYEE – Any non-probationary employee of the Town who is other than a temporary/seasonal employee, and may be part-time or full-time.

RETIREMENT – Separation of an employee in accordance with the provisions of any retirement system under which an employee is eligible to receive benefits.

~~[DELETED] SEPARATION— Separation is the termination of an employee from employment by the Town through retirement, resignation, layoff or dismissal.~~

SUSPENSION – An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee.

TRANSFER – Change of an employee from ~~a one position in a class in one department~~ to another. **This position may occur** in the same ~~class~~ department ~~in~~ **or if they move to** another department ~~or to a different class through reclassification of the position.~~

EMPLOYMENT AT WILL

Employment with the Town of Meredith is voluntarily entered into and employees are free to resign at any time. Similarly, the Town of Meredith is free to end an employment relationship when this action is in the Town's best interest. The employment relationship can be terminated with or without cause and with or without advance notice, at any time, and at the option of the employee or the Town of Meredith.

EQUAL EMPLOYMENT OPPORTUNITY

The Town of Meredith is committed to a policy of equal employment opportunity to all persons based on individual merit, competence and need. The Town of Meredith will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, pregnancy, **genetic information**, or national origin. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, and training.

If an employee believes that they have been discriminated against in their employment with the Town on the basis of a characteristic protected by law they must follow the reporting procedure outline in the Harassment policy of this manual.

The Town prohibits retaliation against any employee who complains in good faith about discrimination involving any of the above-listed characteristics, and all employees should feel free to raise any such good faith concerns.

THE AMERICANS WITH DISABILITIES ACT (Section 504)

The Town of Meredith prohibits any form of discrimination against job applicants or employees with physical or mental disabilities. The Town will not discriminate against any applicant or employee who is capable of performing the essential functions of a job, with or without reasonable accommodations provided by the Town. The Town will make every effort to assure that individuals with disabilities have access to the job application process. The Town of Meredith

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will provide necessary and reasonable accommodations to assure that employee will enjoy the same benefits and privileges of employment as are enjoyed by non-disabled employees. If an employee requires an accommodation to perform the functions of their job because of a disability he/she should notify the Town Manager. The Town of Meredith will maintain all medical information in a confidential manner in accordance with the ~~ADA~~Americans With Disabilities Act.

HARASSMENT POLICY – Including Sexual Harassment

The Town of Meredith does not tolerate harassment in the workplace on the basis of marital/familial status, physical or mental disability, age, race, color, religion, sex, sexual orientation, veteran/military status, pregnancy, national origin, genetic information, or on any other basis protected by law.

In support of the Town's commitment to equal employment opportunities, the Town of Meredith prohibits harassment of an employee by anyone in the workplace, whether by a co-employee, supervisor, Town official, or a member of the public on the basis of any of the above listed characteristics. Similarly, the Town prohibits its employees from harassing anyone on the basis of any of these characteristics. Any employee who harasses anyone on any of the ~~bases~~basis discussed above will be subject to discipline, up to and including discharge. The Town of Meredith defines harassment with respect to employees as:

Harassment is verbal and physical conduct that denigrates or shows hostility or aversion toward an individual because of ~~his or her~~their race, color, sex, pregnancy, national origin, age, religion, disability, marital status, sexual orientation veteran status, or any other characteristic protected by law or that of ~~his or her~~their relatives, friends, or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

It is not possible to list all of the circumstances and behaviors that may constitute unlawful harassment in violation of Town of Meredith policy. However, the following are some examples of conduct which, if unwelcome, may constitute harassment depending on the circumstances, including the severity of the conduct and its pervasiveness:

- Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, national origin, pregnancy, age, disability, sexual orientation, marital status, genetic information, or veteran/military status; and
- Written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, marital status, pregnancy, national origin, age, disability, sexual orientation, genetic information, or veteran/military status that is placed on walls, bulletin boards, or elsewhere on Town of Meredith premises, or in circulation in the workplace.

The Town of Meredith prohibits all of the activities discussed above, whether engaged in by a supervisor, agent of our corporation, Town official, co-worker, or non-employee who is on our premises or who comes in contact with our employees.

It is the goal of the Town of Meredith to promote a workplace that is free of sexual harassment. Sexual harassment of employees is unlawful and will not be tolerated. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding a favorable employment opportunity, evaluation, or assistance; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment includes a wide range of behaviors from the actual coercion of sexual relations to unwelcome offensive comments, jokes, innuendoes and other sexually-oriented statements and unwelcome emphasizing of sexual identity. Sexual harassment may be indirect and even unintentional. Employees are prohibited from bringing into the workplace or otherwise displaying any written materials or pictures that are sexually suggestive or offensive in nature.

Experience has shown that a clear statement to the person engaging in the offensive behavior is often all that is necessary to stop the conduct. If an employee believes they are being harassed, we encourage you to let the person engaging in the conduct know how you feel. However, if you do not feel comfortable taking this step, we certainly do not require that you do so. If an employee believes that they have been subjected to sexual harassment, she or he is to report the incident in accordance with the Reporting Procedure contained in this manual. The matter will be promptly investigated and where it is determined that such inappropriate conduct has occurred, action will be taken to eliminate and correct the conduct. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Retaliation against an employee who complains in good faith about ~~sexual~~ harassment is a violation of this policy and is prohibited by law. If an employee believes that they have been subjected to retaliation, ~~he they or she is~~ are to report the incident in accordance with the Reporting Procedure contained in this manual.

REPORTING PROCEDURE FOR SEXUAL AND OTHER UNLAWFUL HARASSMENT AND DISCRIMINATION

If an employee feels that they are a victim of sexual or other unlawful harassment, they shall immediately report such actions in accordance with the following procedure. All complaints will be promptly and appropriately investigated.

1. If an employee believes that they are a victim of sexual or other unlawful harassment or discrimination he/she must report the act immediately to the Department Head and the Human Resources department. If the Department Head is being accused of harassment, the employee must report the act immediately to the Town Manager ~~or~~ and the ~~Executive Human Assistant Resources / HR Coordinator~~ Department.

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2. The Town of Meredith will promptly investigate every reported incident if appropriate. Any employee, supervisor, or agent/official of Town of Meredith who has been found to have sexually or unlawfully harassed another employee may be subject to appropriate disciplinary action, up to and including termination. The complainant may be informed of the outcome of the investigation.
3. The Town of Meredith will conduct all investigations in a discreet manner. Disclosure of complaints will be limited to those with a need to know.

IMMIGRATION LAW COMPLIANCE

The Town only employs United States citizens and aliens authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, it is against Town policy to discriminate in any aspect of employment of a person authorized to work in the United States based on the person's national origin, citizenship or intent to become a U.S. Citizen. In accordance with federal law, every prospective employee is required to provide documents verifying his/her identity and authorization to be legally employed in the United States. In addition, a prospective employee is required to sign a verification attesting that ~~he or she is~~ they're legally employable in the United States. The Town retains copies of these documents submitted/signed by an employee. To the extent practical and appropriate, these documents will be kept confidential. However, on request the Town is required to provide copies of the documents to the U.S. Department of Labor and to the Immigration and Naturalization Service ("INS").

Providing false documentation or making any false statement related to this verification shall be grounds for immediate discharge. And, if during the course of employment the Town requests further information relating to an employee's authorization to work in the United States, the employee must furnish the information requested. Failure to cooperate in providing such information shall be grounds for discipline, up to and including termination.

EMPLOYMENT APPLICATIONS AND INFORMATION

The Town relies upon the accuracy of information contained within each employee's employment application, as well as all other information presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information may result in exclusion of the individual from further consideration for employment or, if the person has been hired may result in termination of their employment.

EMPLOYMENT CHECK/REFERENCES

The Town Manager, and ~~his/her~~ their designee(s), is the only person authorized to respond to a reference inquiry from any other employer or any party.

No other Town employee may provide references for a current or former employee on behalf of Town without express prior authorization from the Town Manager. Employees may provide "personal" references at their own discretion. Personal references may not be published on Town letterhead or give any other indicia of being a reference or recommendation from/on behalf of the Town of Meredith.

USE OF LIKENESS

The Town may take photographs and/or videos for use both internally and in displays, publications and on the Town's web site or other social media. Any employee who does not want their picture

taken and/or used in such a way is responsible to notify the Town Manager of this in writing.

PERSONNEL RECORDS

The Town of Meredith maintains certain records containing job-related information on all employees to ensure compliance with state and federal law and to keep a record of employee progress. The personnel file is the Town's continuous record of information relative to the employee's employment. The employee may inspect his/her own personnel file during regular office hours, upon reasonable request. However, employees may not be permitted to review their personnel file if they are subject to an investigation at the time of the request and disclosure of such information would prejudice law enforcement. File inspection must be done on the employee's own time, and must be arranged through the Town Manager or HR ~~Coordinator~~ Director. Employees may read their personnel file, but they may not remove any portion of the file. ~~Upon request and payment of an established copying cost, employees will be provided with a copy of all or part of their personnel file.~~

If at any time an employee disagrees with the information in ~~his or her~~ their file, the employee may submit a written statement explaining their version of the information together with evidence supporting such version. The Town of Meredith will maintain such statement as part of the personnel file and will include the statement in any transmittal of the file to a third party.

In an emergency it is very important that your personnel file includes accurate information regarding who should be contacted. Please notify the Town Manager or the HR ~~Coordinator~~ Director as soon as possible of any changes in name, address, telephone number, marital status, dependents and/or beneficiaries.

WORKPLACE ISSUES, CONCERNS, OPEN DOOR POLICY

In any workplace, work issues and concerns arise from time-to-time. If any such issues or concerns arise for employees while working for the Town, it is recommended that employees use the following procedure so the matter can be addressed and resolved as soon as possible.

Employees should initially discuss and try to resolve the matter with his/her immediate supervisor. However, if the employee is uncomfortable discussing the matter with his/her immediate supervisor or such a discussion does not resolve the matter to satisfaction, the employee should contact their department head. In the event that the matter is still not resolved to satisfaction, the employee should contact the Town Manager to bring about resolution.

The Town is confident that utilizing this procedure will bring about a satisfactory resolution of most workplace issues or concerns, resulting in a productive work environment for all employees.

EMPLOYEE CLASSIFICATIONS, RECRUITMENT, SELECTION, OPPORTUNITY AND EVALUATION

EMPLOYMENT CLASSIFICATIONS

At the time of hire, employees are classified as full-time, part-time, or temporary and are informed as to whether they qualify for overtime pay. Unless otherwise specified in writing or as required by law, the benefits described in this manual apply only to full-time employees. All other policies described in this manual apply to all employees, with the exception of certain wage, salary and

time off limitations. If an employee is unsure of which job classification into which their position fits, please ask the Town Manager.

FULL-TIME REGULAR EMPLOYEES: Individuals who are regularly scheduled to work 40 or more hours per week.

PART-TIME REGULAR EMPLOYEES: Individuals who are regularly scheduled to work less than 40 hours per week. Part-time employees are not eligible for benefits described in the manual except where noted, authorized by the Town Manager, or to the extent required by state or federal law.

TEMPORARY EMPLOYEES: Individuals who are hired for specific periods of time or for the completion of a specific project. Seasonal employees, those hired to work for ~~twenty-six finite~~ ~~(26) periods weeks of or less~~ time, are considered to be temporary employees. Temporary employees are not eligible for benefits described in this manual except to the extent required by state or federal law.

NON-EXEMPT AND EXEMPT EMPLOYEES: Exempt employees are those who, because of their job, are not entitled to overtime pay and minimum wage in accordance with the Fair Labor Standards Act ("FLSA"). Exempt employees may be granted Administrative Leave. Most ~~non-exempt~~ ~~non-exempt~~ employees, with the exception of employees engaged in law enforcement, fire protection, or other public safety activities, are entitled to be paid one and one-half (1-1/2) times their regular hourly wage for any time worked over forty (40) hours per week. Time away from work due to a job-related injury, jury duty and bereavement leave, are not counted towards overtime pay. However, vacation and sick time will be counted as hours worked for the purpose of computing eligibility for overtime pay. Employees will be advised when they are hired if they are entitled to overtime pay. (See Overtime Policy – under Compensation and Hours of Work.)

RECRUITMENT

When a position vacancy occurs, the Department Head shall notify ~~the Human Resources~~ ~~Manager~~ ~~Resources~~ stating the date of vacancy, position, title and other pertinent facts, which may be necessary.

When a Department Head wishes to establish a new position, they shall notify the Town Manager, in writing, stating the class/title, if such a class exists, or a job description when no such position is classified, and the reason for the request. No new position will be established without the approval of the Town Manager.

APPLICATION

Application for employment with the Town must be filed on the available forms prescribed by the Town Manager. Such forms may require whatever information is deemed necessary and all applications must be signed by the applicant.

It is the policy of the Town that vacancies, except those filled by promotion or transfer, be advertised in at least one ~~issue~~ ~~online~~ ~~of a local newspaper~~ ~~location~~. Applications shall be received for at least one week after the date of advertisement. All positions requiring Commercial licenses, other than emergency vehicle operators, for operation of equipment over 26,000 GVW must meet the Federal Motor Carrier Safety Regulations. ~~The Federal Motor Carrier Safety Regulation handbook is available at the Personnel Department.~~

The Town relies upon the accuracy of information contained in each employee's employment application, as well as all other information presented throughout the hiring process and

employment. Any misrepresentation, falsification, or material omission in any of this information may result in exclusion of the individual from further consideration for employment or, if the person has been hired may result in termination of their employment.

APPOINTMENT

Employment to fill a vacancy, which falls within the jurisdiction of the Town Manager, ~~following may established~~ be filled without opening a recruitment ~~policies~~ period.

The rate of pay at the time of employment will be at the minimum rate for that position unless the applicant has above normal qualifications for the position to be filled, in which case the Town Manager may, at their discretion, employ the applicant at a pay rate above the minimum rate.

If a former employee is rehired, no benefits will be carried forward from previous service. ~~Prior to employment, all applicants must submit to and pass the Town's pre-employment physical examination if required or provide physical condition report as requested.~~

PROBATIONARY EMPLOYEE

Appointments by the Town Manager for all personnel shall, in the first instance, serve in a probationary status for six (6) months, except for police department personnel whose probationary period shall be six (6) months in length commencing after graduation from the Police Academy and not to extend beyond one (1) year from date of hire. At all times, both during and after the probationary period employment with the Town remains at-will. At-will employees are not guaranteed continued employment for the full length of the probationary period, nor for any length of time thereafter. An employee becomes a full-time **regular** employee upon successful completion of a probationary evaluation involving the Department Head, Town Manager and the employee. At the discretion of the Town Manager, or their designee, the probationary period may be extended an additional three (3) months. A probationary employee, after successfully completing the probationary period, shall be upgraded one step upon recommendation of the Department Head and approved by the Town Manager. Probationary employees are not entitled to the protection afforded regular employees under the "Discipline, Grievance Procedure," or "Termination" provisions of this Personnel Policy manual. Probationary Employees, who, during the course of their employment, allege illegal discrimination, shall be entitled to engage in the "Grievance Procedure" as set forth in this manual.

CLASSIFICATION PLAN

1. PURPOSE

The classification plan provides an inventory of positions in the Town service and a position description for each class of employment. The arrangement of the classification is indicative of a range of duties and responsibilities that fall within the same pay grade through the Classified Plan. The plan provides for a normal promotional sequence within and between classifications.

2. MAKE-UP OF CLASSIFICATION PLAN

Grouping and classes of positions which are approximately equal in difficulty and responsibility, which call for the same general qualifications and which can be equitably compensated within the same range of pay under similar working conditions.

3. USE OF THE CLASS JOB DESCRIPTION

Job descriptions are to be interpreted in their entirety and in relation to others in the classification plan. Job descriptions are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed.

4. USE OF CLASS TITLES

The ~~Class Titles~~ Grades set forth in the classification plan shall be the official titles, designating the several classes and shall be used to designate such positions in all office records, vouchers payroll and communications concerning personnel. No person shall be appointed to, or employed in, a position in the classification service under a Class Title, which has not been approved by the ~~Select Town Board~~ Manager as appropriate to the duties performed.

PAY PLAN

1. PREPARATION

The Select Board shall adopt a uniform and equitable pay plan for the classification service upon recommendation by the Town Manager which shall consist of a minimum and maximum rate of pay for each class or position and other in-between rates as they consider necessary or equitable. Salary ranges shall be tied to the classification plan and will be determined with due regard to ranges of pay for other benefits received by employees, the financial policy of the Town and other economic consideration.

2. ADOPTION

The Pay Plan shall be adopted by the ~~Board~~ Town of Selectmen Manager. After adoption by the ~~Board~~ Town Manager, no position shall be assigned a higher salary than the maximum or lower than the minimum salary provided for the class of position unless the Salary Schedule for the class is changed. Adoption of the Pay Plan is a result of adoption of the budget that includes pay adjustments.

3. AMENDMENTS

Amendments to the salary plan may be made by the ~~Select Town Board~~ Manager, upon recommendation by within the Town boundaries Manager of the approved budget, when changes in responsibility, work of class titles, rates of pay, the Town's financial position and policies, or other information warrant such action.

4. ADMINISTRATION

Appointment Rates

The minimum rate of pay for a class shall normally be paid upon appointment to the Class. Appointment rates above the minimum rate may be paid with the approval of the Town Manager. Justification for approval will be recognition of exceptional qualifications or experience of the appointee. Lack of qualified persons at the minimum rate may also justify the appointment rate. If a former employee is re-employed in their previous role, the Town Manager may make an appointment at the same previous rate Grade of and pay Step, which the employee had been receiving at the termination of his their previous service.

- **Salary Increases:**

Salary adjustment within established ranges in the approved budget shall not be automatic, but shall be based upon merit as recommended by the Department Head and approved by the Town Manager. Said salary adjustments shall be subject to Section 3 above. The Department Head shall conduct performance reviews with each full-time employee at least once a year. Department Heads performance will be reviewed by the Town Manager annually. The evaluation will be reviewed with the employee. The evaluation shall be in writing and a copy shall be placed in the employee's personnel file. Promotions from one job classification to another may be made by the Town Manager at any time, subject to a six-month probationary period.

- **Transfers, Demotions, or Adjustments:**

It may be necessary at times for employees to be transferred, demoted, or an adjustment made throughout the Town Departments due to staffing needs, most effective use of personnel, inability

to handle position responsibilities, or discipline. Employees are to be trained on any new responsibilities a new position would require. ~~Once~~When anthe employee transfer, ~~successfully demotion, completes or that adjustment training occurs,~~ the employee ~~will moves~~ receive to the ~~same~~new step grade, but maintains the wage amount as from the their previous grade position.

PERFORMANCE EVALUATIONS

In order for employees to improve performance and better understand the Town of Meredith's expectations, the performance of employees will be periodically reviewed. Employees will generally receive performance evaluations from their Supervisor or Department Head during or at the expiration of the probationary period and yearly thereafter. However, job coaching is a continuing process throughout the course of employment, and employees may meet with supervisors or Department Heads to discuss performance more frequently.

The employee and Supervisor or Department Head will discuss the employee's performance evaluation, giving the employee the opportunity to understand the expectations of the employee's Supervisor or Department Head and to examine the employee's strengths, as well as areas in which the employee needs to improve. The employee and ~~his or her~~their Supervisor or Department Head will also discuss additional opportunities for professional growth at the Town of Meredith. The employee will have the opportunity to comment on and sign the evaluation. The employee's signature on the performance evaluation form indicates that the employee has seen the evaluation; it does not indicate agreement or disagreement with the content of the review.

An evaluation is not a contract or a commitment to provide a compensation adjustment, a bonus, or continued employment. Evaluations are only one of several factors that the Town of Meredith uses in connection with compensation, promotion, and retention decisions.

Full-time ~~regular~~ employees will generally receive a verbal performance evaluation after ninety (90) days in a new position. Another performance evaluation will typically be conducted after six (6) months of service in the new position. Full-time employees may be eligible for a pay increase in conjunction with the six-month evaluation, depending upon the circumstances.

PROMOTIONS, TRANSFERS & JOB POSTINGS

The Town of Meredith strives to provide employees with the opportunity to make full use of their skills, interests and potential. To support employee growth and development, the Town will make every effort to promote or transfer qualified employees from within the Town, if possible, based upon the needs of the ~~business~~town and employees qualifications. Every effort is made to place the employees in jobs that are best suited to their abilities. The Town may also recruit individuals from outside of the Town, depending upon the circumstance.

Employees who have at least twelve (12) months of service in their present position and who meet the qualifications of the open position are eligible to apply. Generally, in order to maintain stability, employees who have been working in their current position for less than one year, will not be considered for another position, unless the Town in its discretion, decides otherwise. However, a transfer or promotion initiated by the Town may take place at any time regardless of the employee's length of service in their present position.

Employees who are promoted shall complete a ~~six-month~~six-month probationary period in their new position. Upon completion of this period, the employee ~~shall~~must receive a favorable review to remain in the position. Employees who do not, shall either have their probation extended, be demoted if a similar position is available, or be subject to termination.

COMPENSATION AND HOURS OF WORK

REPORTING OF TIME WORKED

It is ~~important~~ **the employee's responsibility** that time be accurately reported so that the employee is compensated for the hours that ~~he~~ **they or she works** work. Employees are required to record time using the Town's time management system. Falsification of time records could lead to disciplinary action, up to and including termination from employment. Operation of the time management system; including ~~employees'~~ **employee's** responsibility to report all hours worked is detailed in the Town's Administrative ~~Regulations~~ **Regulation #33**.

PAY/PAY PERIODS

Employees are informed as to their rates of pay and the pay period at the time that they are hired. Rates of pay are reviewed periodically and may be adjusted. If employees have any questions regarding their rate of pay, please see the Town Manager or ~~the Human~~ **HR Coordinator** ~~Resources~~.

Employees are paid on a weekly basis on Friday for all hours worked during the preceding calendar week. Please review your paycheck for errors. Any concerns regarding the accuracy of a paycheck should be brought to the attention of the ~~Disbursement~~ **Staff** Accountant in Administrative Services immediately. Paychecks will be distributed to the employee only; paychecks which are not picked up by the close of business on Friday will be mailed to the employee's address on file.

WORKWEEK/HOURS OF WORK

~~[DELETED] The Town's workweek for pay purposes begins on Monday and ends on Sunday.~~

1. The Town of Meredith's workweek begins on Monday at 12:00 a.m. (midnight) and ends on Sunday at 11:59 p.m. Because of the nature of our business, an employee's work schedule may vary depending on the job and department. When hired, supervisors will inform employees of hours of work.

2. Actual starting and quitting times vary from department to department and are established by the respective Department Head with approval of Town Manager. The workweek for regular ~~full-time~~ **full-time** employees shall generally be either four (4) or five (5) days, out of seven (7) continuous days, forty (40) hours per week. The hours and days of work are subject to change depending on the circumstances of each department. The Town Manager has the authority to reduce hours of any position or employee within any of the departments within ~~his/her~~ **their** administrative control. No employee shall be permitted to work more than sixteen consecutive hours within a twenty-four hour period. **Certain emergency situations may be exempt.**

After sixteen consecutive work hours have been completed by an employee, said employee shall be released from work duty for a period of not less than six hours. After said six-hour minimum release period, an employee may be recalled for additional work duty at the discretion of the department ~~supervisor~~ **head or their designee**. Public Works shall be exempt according to the U.S. Department of Transportation Federal Motor Carrier Safety Regulations.

Full-time firefighters will be scheduled to work either 12- or 24-hour shifts.

OVERTIME

~~[DELETED] Administration of Overtime — Except in emergency situations; such as snowstorms, fires, major accidents-crimes, etc., Department Heads shall make written request for approval of overtime to~~

Personnel shortages, peak workloads, and other emergency situations may make it necessary for an employee to work beyond the regularly scheduled workweek. Any time worked in a workweek by most non-exempt employees over forty (40) hours will be paid as overtime. **Full-time, non-exempt fire personnel will be paid overtime for time worked in excess of fifty-three (53) hours.**

~~the Town Manager at least twenty-four hours in advance.~~ Administration of the Overtime time Department Heads are responsible for determining if overtime work is scheduled to begin necessary. ~~In emergency situations, overtime may be authorized by the Department Head.~~

Distribution of Overtime – To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job to be accomplished during overtime.

~~[DELETED] Call Outs—Nonsupervisory employees called out to perform emergency work on other than paid holidays shall be credited with not less than two (2) hours of work.~~

Compensation – All employees except those designated as exempt from the provisions of the Fair Labor Standards Act shall be compensated for all hours actually worked in excess of forty (40) hours at a rate of one and one-half times their regular rate of pay. ~~Effective January 1, 2007, non-exempt vacation, fire and sick time personnel will be counted paid as overtime for time worked in excess of fifty-three (53) hours worked.~~ Exempt salaried positions are paid on the basis of job responsibility to accomplish the work assigned to the position regardless of the hours required to do the work. Exempt personnel may at the discretion of the Town Manager be paid additional compensation or be allowed time off (administrative leave) in circumstances where their job duties require them to work far more than their normal work hours. ~~Salaried exempt employees doing Department of Justice Grant work, in addition to their salary for their regular job duties, will be paid 1.5 times an hourly rate, which is determined by dividing the exempt employee's weekly salary by 40 for all such hours spent on that work.~~

~~POLICE~~ ~~Call DETAIL~~ ~~Ins~~ ~~POLICY~~– Nonsupervisory employees called in to perform emergency work shall be credited with not less than two (2) hours of work.

~~The Detail rate paid to a Police Officer is a specified hourly rate approved by the Town Manager and Board of Selectmen. The designated rate will be paid to both full-time Police and Police Specialists when a detail is worked regardless of the use of sick days, vacation days or holidays when a detail is worked. Detail hours are not included when calculating overtime pay. Administrative Services will request payment from a customer at the specified rate plus administrative costs and the use of a police vehicle.~~

DETAIL POLICY

The Detail rate paid to a Firefighter or Police Officer is a specified hourly rate approved by the Town Manager and Selectboard. The designated rate will be paid to both full-time Police, Police Specialists, and Firefighters when a detail is worked regardless of the use of sick days, vacation days, or holidays when a detail is worked. Detail hours are not included when calculating overtime pay. Administrative Services will request payment from a customer at the specified rate plus administrative costs and the use of a town vehicle.

PAYROLL DEDUCTIONS

There are two categories of payroll deductions: those required by state or federal law and those authorized by the employee. Payroll deductions required by state and federal law include federal withholding, income tax, social security tax, ~~medicare~~, and wage garnishments as required by law (i.e., child support payments, court ordered payments, IRS garnishments). If authorized in writing by an eligible employee, the Town of Meredith will also make additional deductions for health insurance and other purposes that are for the employee's benefit. Arrangement for these voluntary deductions may be made with ~~the Human~~ ~~HR—Coordinator~~ ~~Resources~~. Please contact the ~~Disbursement~~ ~~Staff~~ Accountant in Administrative Services with any questions about payroll deductions. Changes to payroll deduction require the completion of the appropriate, signed form.

REIMBURSABLE EXPENSES

With prior approval by your Department Head or the Town Manager, legitimate expenses will be reimbursed by the Town of Meredith to the employee. The employee must submit receipts in order to reimburse the employee, consistent with relevant Administrative Regulations. See ~~the~~ ~~your~~ Department Head with any questions as to what expenses may be reimbursed ~~to~~ the employee.

MEAL PERIODS

~~{DELETED}~~
~~{DELETED}~~
~~{DELETED}~~

No employee will be required to work more than 5 consecutive hours without being given the option of taking a 1/2 hour eating period, except if it is feasible for the employee to eat during the performance of ~~his/her~~ **their** work and is permitted to do so. Please consult the Town's Administrative Regulations for specifics on meal and break periods.

TIME AWAY FROM WORK AND OTHER BENEFITS

Regular ~~full-time~~ **full-time** employees are eligible for the benefits listed.

HOLIDAYS

The following holidays are observed by the Town of Meredith:

New Year's Day	January 1 st
Civil Rights Day	3 rd Monday in January
Washington's President's Birthday Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th

Holidays are observed on the dates specified by the laws of the State of New Hampshire.

Holidays falling on a Sunday will be observed on the following Monday; holidays falling on a Saturday will be observed on the preceding Friday. Regular full-time employees are eligible for holiday pay. Temporary employees, ~~regular part-time employees~~ or seasonal employees are not entitled to paid ~~vacation~~ **holiday** time. Regular full-time employees who do not work on holidays will be paid for the holiday at the regular straight time rate (except those absent without pay on authorized leave of absence). Regular straight holiday time paid for holidays shall be considered actual hours worked and shall be figured into overtime pay. Regular ~~full-time~~ **part-time** employees who work ~~entwenty holidays~~ **(20) hours per week or less** will be paid for ~~the holidays, and time and one half for hours worked, but in no case will such employees be credited with less than two~~ **four (24) hours of holiday time.** Regular part-time employees who work **twenty-one (21) to thirty two (32) hours per week** will be paid for six (6) hours of holiday time.

VACATION

Vacation is a time for an employee to rest, relax, and pursue special interests. The Town of Meredith provides paid vacation as one of the many ways in which we show our appreciation for employee's loyalty and continued service.

All vacation leave is subject to approval ~~by~~ **of** the Department Head ~~and the Town Manager.~~

Regular full-time employees **and regular part-time employees who regularly work 25 hours or greater per week,** are eligible for paid vacation. ~~Temporary~~ **Paid employees,** vacation time for

regular part-time employees ~~or is prorated.~~ Temporary employees and seasonal employees are not entitled to paid vacation time.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's current hire date. No part of an employee's scheduled vacation may be converted to sick leave. If illness or injury occurs during a vacation, sick leave benefits will not begin until the employee is scheduled to return to work.

Commented [CJ1]: Dept Heads will receive 160 hours at hire and then they will accrue at 14 hours per month.

Vacation leave shall be accrued at the following rates for regular, non-department head, full-time employees beginning with their first full month of employment:

1. With less than ~~five~~three (3) years' continuous service, the employee earns eight (8) hours per month. ~~If annualized, this equates to twelve (12) days per annum.~~
2. After ~~five~~three (3) years' continuous service, but less than ten (10) years continuous service, the employee earns ten (10) hours per month. ~~If annualized this equates to fifteen (15) day per annum.~~
3. With ten (10) or more years' continuous service, but less than twenty (20) years of continuous service, the employee earns twelve (12) hours per month. ~~If annualized this equates to eighteen (18) day per annum.~~
4. With twenty (20) or more years' continuous service, the employee earns fourteen (14) hours per month.

Vacation leave shall be accrued at the following rates for Department Heads:

1. New employees hired as a Department Head will receive one hundred sixty (160) hours of vacation time on their first day of employment.
2. All Department Heads will accrue fourteen (14) hours per month.

~~Probationary~~ Vacation leave shall be accrued at the following rates for regular part-time employees ~~may beginning notwith take their vacation first time full unless month approved of by the Town Manager employment:~~

1. ~~Vacation~~With leave less shall than be three used (3) at years' the continuous rate of eight hours of paid leave for each normal workday from which service, the employee is earns ~~absent~~four (4) hours per month. Vacation leave may be used in increments as desired by the employee and approved by their supervisor. Vacation leave may not be used in advance of accrual. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared at, and during the time requested, and therefore, is subject to approval by the employee's supervisor.
2. After three (3) years' continuous service, but less than ten (10) years continuous service, the employee earns five (5) hours per month.
3. With ten (10) or more years' continuous service, but less than twenty (20) years of continuous service, the employee earns six (6) hours per month.
4. With twenty (20) or more years' continuous service, the employee earns seven (7) hours per month.

Probationary employees may not take vacation time unless approved by the Department Head.

Vacation leave may be used in increments as desired by the employee and approved by their supervisor. Vacation leave may not be used in advance of accrual without prior Town Manager approval. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared at, and during the time requested, and therefore, is subject to approval by the

employee's supervisor.

Employees shall submit their vacation requests as early as possible in the calendar year, and in any case, at least two weeks before a requested starting date. Supervisors shall approve vacation requests; to ensure that the remaining work force at all times will be adequate to cope with the expected work load. In cases where too many requests are made for a particular time for all to be approved, employees with the earliest request with sufficient accrued vacation leave shall be given preference.

An eligible employee who resigns, is discharged, or retires will promptly thereafter receive the accrued, unused vacation allowance to which they have earned. In the case of eligible employees who die, accrued vacation will be paid as stated in the TERMINATION policy of this manual. Paid vacation leave may only accumulate up to a maximum of ~~two~~three hundred ~~forty~~twenty (240~~320~~) hours, and up to this maximum amount can be carried forward. Any amount of vacation accrued over ~~240~~320 hours will be forfeited, and will not be paid under any circumstance. Regular part-time employees must use their accrued vacation time by the end of the calendar year in which it accrued.

SICK LEAVE

~~[DELETED] to the employee at their current rate of pay. All unused sick days will be cancelled upon termination for cause.~~
~~[DELETED]~~

Sick Leave is provided to cover an employee during illness. As such, it is a privilege and not a right. All sick leave is subject to approval by the Department Head ~~and~~or Town Manager.

Full-time employees shall accrue sick leave at the rate of eight (8) hours per month of service to the Town, to an annual total of twelve (12) days each calendar year. Unused sick days may be carried forward from year to year, but shall not exceed four hundred eighty (480) hours. Any amount of sick leave over 480 hours will be forfeited. Three (3) days of sick leave may be traded for one (1) vacation day up to a maximum of five (5) vacation days per year, but only after a bank of ten (10) sick days have been retained. On termination of employment, for any reason other than disciplinary action or dismissal, one-third (1/3) of an employee's accrued sick leave shall be paid to the employee at their current rate of pay. All unused sick days will be cancelled upon termination for cause.

(a) Employees may take sick leave for the following purposes:

- 1) Personal illness,
- 2) Serious illness of the immediate family where the employee's attendance is required. Such absence shall not be in excess of one (1) day except with the approval of the employee's supervisor and the Town Manager.
- 3) Doctor, dental, or other health care appointments for the employee or immediate family members for whom the employee is responsible.

(b) Sick leave shall be charged in no less than one-half hour increments.

(c) Department Heads or their designees have authority to grant sick leave for the purposes herein stated. A certifying statement from an examining physician may be required if there is a question concerning the legitimacy of the use of sick leave. Failure to provide such verification, if requested, may result in loss of pay for the leave taken. Further disciplinary action may also be taken. Unauthorized use of sick leave constitutes grounds for dismissal.

(d) Employees who have accrued the maximum amount of sick leave may take one sick day per month, while not sick, to avoid their sick time lapsing during the next accrual update.

(e) Employees may be asked to furnish a physician's certification if they are suspected of abusing the sick leave policy.

(f) The Town reserves the right to require any employee who is ill or disabled and who desires to work to:

- 1) Furnish an examining physician's certification that confirms the employee ~~is able to~~ can perform the duties of the job, or
- 2) ~~To submit~~ Submit to a medical examination by a physician chosen by the Town and at the Town's expense, or both.

In order to receive pay for sick days, an employee must notify their Department Head, or designee, within one half hour after the normal start of the employee's ~~work day~~ workday, unless unable to do so.

Employees who do not report to work due to illness must contact their Supervisor on a daily basis relative to the need for and status of their absences, unless otherwise directed. Reporting of the absence to any employee other than the Supervisor will not be accepted as compliance with the daily reporting requirement.

~~[DELETED]~~

~~[DELETED] Sick leave will not be approved by the Town Manager when it creates overtime within the pay week it is requested—the intent of this privilege is to ensure that employees who are sick receive a full week's regular pay.~~

A Sick Leave Bank option is available to regular employees. (See Administrative Regulation #15). This is available to new employees or during open enrollment each calendar year.

~~[DELETED]~~

~~[DELETED]~~

FAMILY AND MEDICAL LEAVES OF ABSENCE

General Provisions

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), employees of an employer who has at least 50 employees working within a 75 mile radius and who have worked for the employer for at least 12 months and at least 1,250 hours in the preceding 12-month period are entitled to FMLA leave. As of the date that this manual was prepared, the Town of Meredith has at least 50 employees. Should the Town at any time have less than 50 employees FMLA leave will no longer be available to Town employees. Employees entitled to FMLA leave are entitled to take an unpaid leave of absence of up to twelve (12) work weeks in the event of:

~~[DELETED] (12) months of the birth of said child;~~

~~[DELETED] Birth of a child, in order to care for the child (leave must be taken within twelve~~

- (A) ~~has~~ Because at least 50 employees. Should of the Town birth at of any a time son have or less daughter than of 50 the employees employee FMLA and leave in will no longer be available order to Town care employees for such son or daughter. Employees entitled to FMLA leave are entitled to take an unpaid leave of absence of up to twelve (12) work weeks in the event of:

- (B) ~~Adoption~~ Because or of foster care the placement of a child son in or order to care daughter for the child (leave must be taken within twelve (12) months of the adoption or placement); foster care.

- (C) ~~A~~ In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition—of the employee's parent, spouse, minor child, or adult child when the ill person is not capable of self care and the employee is needed for such care; or,

- (D) ~~A~~Because of a serious health condition ~~of that makes~~ the employee ~~which results in the employee's inability~~ unable to perform ~~his~~ the ~~or~~ functions ~~her~~ of ~~job~~ the employee's position.
- (E) ~~Qualifying~~Because ~~exigencies~~ of any qualifying exigency arising out of the fact that the ~~employee's~~ spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) ~~status as a member of in the National Armed Guard or Reserves in support of a contingency operation~~ Forces.
- (F) An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness is eligible to take up to a total of **26 workweeks of unpaid** leave during a "single 12-month period" to care for the service member.

The twelve (12) month period in which an employee can take up to twelve (12) work weeks of leave is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks which an employee has available upon the beginning of ~~an~~ FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. If an employee used four weeks beginning February 1, ~~2006~~2026, four weeks beginning June 1, ~~2006~~2026, and four weeks beginning December 1, ~~2006~~2026, the employee would not be entitled to any additional leave until February 1, ~~2007~~2027. Beginning on February 1, ~~2007~~2027, the employee would be entitled to four weeks of leave, on June 1, ~~2007~~2027, the employee would be entitled to four additional weeks, if the employee had met all other requirements of this leave.

~~[DELETED] When an employee requests any leave of absence that qualifies as leave under the FMLA, the Town of Meredith may designate such leave as FMLA leave upon written notification to the employee.~~

~~[DELETED]~~

FMLA leave for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town of Meredith. If medically necessary, FMLA leave due to illness as described in paragraphs C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town of Meredith may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits. ~~When an employee requests any leave of absence that qualifies as leave under the FMLA, the Town of Meredith may designate such leave as FMLA leave upon written notification to the employee.~~

Status of Employee Benefits

While on FMLA leave, employees may continue to participate in the Town of Meredith's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town of Meredith the employee's share of any medical insurance premiums once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town of Meredith may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service and work hours will be

preserved at the level earned as of the commencement of FMLA leave, but will not accrue further during FMLA leave except for any time of FMLA leave during which the employee is concurrently using paid sick or vacation leave. On return to work following FMLA leave, the employee will return at the level and with benefits available to them when the leave began, or at the level and amount when concurrent paid leave ended ~~his~~ applicable.

Basic Regulations and Conditions of Leave

The Town of Meredith may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of ~~his or her~~ **their** position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. At its discretion, the Town of Meredith may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, the Town of Meredith, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town of Meredith and the employee.

Notification and Reporting Requirements

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable (at least 30 days) prior notice, and make efforts to schedule leave so as not to disrupt Town of Meredith operations. In cases of illness, the employee will be required to report periodically on their FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from ~~his or her~~ **their** doctor stating that the employee is ready to return to work and perform their job duties.

Procedures

1. A Request for FMLA leave must be submitted to ~~the Human Resources~~ **Town Manager Resources**. Unless the leave is for a situation for which the employee did not know in advance of the need for leave, the request must be submitted on the Town's FMLA request form a minimum of thirty (30) days in advance of the effective date of the FMLA leave.

2. All requests for FMLA leaves of absence due to illness should include the following information to be supplied by the treating medical provider: ~~1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of FMLA leave to care for a child, spouse, or parent,~~

3. **The date on which the serious health condition commenced; the probable duration of the condition; and the appropriate medical facts within the knowledge of the health care provider regarding the condition.**

4. ~~the In request addition, should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave to care for an employee's illness child, the request must state that the employee is unable to perform the functions of his spouse, or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment parent, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.~~

the request should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform the functions of their position. In the case of

certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Return to Work

At the end of FMLA leave an employee will be reinstated to his/her former job position, or an equivalent position except as otherwise allowed by the FMLA, such as an exempt employee who is among the highest paid ten percent of Town of Meredith employees and keeping the job open for the employee would result in substantial economic injury to the Town of Meredith, reinstatement can be denied at the end of the leave period.

If an employee takes leave because of his/her own serious health condition, the employee will not be reinstated until ~~he~~they or she provides provide a fitness for duty certification from ~~his or her~~their health care provider confirming that the employee is medically able to safely resume work and perform the essential functions of ~~his or her~~their job. The Town has health care provider return to work certification forms available for employees. The Town reserves the right to clarify and authenticate such certification.

Coordination with Other Town of Meredith Policies and other FMLA Terms and Conditions

In the event of any conflicts between this policy and other Town of Meredith policies, the provisions of this policy shall govern.

The FMLA contains many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

MATERNITY LEAVE

To the extent required by New Hampshire law, employees are entitled to a leave of absence for any period of temporary physical disability they experience resulting from pregnancy, childbirth or related medical conditions. When an employee is physically able to return to work, ~~her~~their original position or a comparable one will be made available to ~~her~~them unless business necessity makes this impossible or unreasonable. This leave runs concurrent with any other time-off available to an employee, paid or unpaid, and an employee must use any ~~such~~ other time-off current with this leave.

NH PARENTAL MEDICAL LEAVE

No employer with 20 employees or more, shall deny an employee leave from work up to a total of 25 hours to attend the employee's own medical appointments for childbirth, postpartum care, or the employee's child's pediatric medical appointments within the first year of the child's birth or adoption.

In the case where both parents of a child are employees of the same employer, the parents collectively may take unpaid leave according to this section, for a total of 25 hours in their child's first year. An employer is not required to pay an employee for any time taken as leave pursuant to this section. However, an employee shall be permitted to substitute any accrued vacation time or other appropriate paid leave for any leave taken pursuant to this section. When the employee returns from their own or their child's health appointments, that employee's original job shall be made available to the employee by the employer. An employee who wishes to request leave under this section shall provide reasonable notice to the employer prior to the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer. An employer may ask for documentation from the employee to ensure the time is being used for its intended purpose.

AUTHORIZED ABSENCES WITHOUT PAY

The Town Manager, at ~~his/her~~**their** discretion, may grant a leave of absence without pay for a period not to exceed one (1) year. Except in unusual circumstances, such absences will be for the purpose of tending to personal affairs during short periods which the employee is unable to cover with accrued paid vacation leave, or to cover absences resulting from bona fide sickness or other physical disability which the employee cannot cover with accrued paid ordinary leave or sick leave.

For such absences of thirty (30) calendar days or less, the employee will continue to accrue paid leave and sick leave credits and health and life insurance benefits will remain in effect. For such absences of thirty-one (31) calendar days or more, accrual of paid vacation leave and sick leave credits shall be suspended, and health and life insurance will be cancelled unless allowance of **continuation is allowed or required by law and is paid for in advance by the employee, until the** ~~continuation is allowed or required by law and is paid for in advance by the employee, until the~~ first full calendar month after return to work.

There will be no payment for longevity for the year in which such leave commences; however, for the purpose of establishing and maintaining eligibility for longevity, the employee's service shall be considered to be continuous.

AUTHORIZED ABSENCES WITH PAY

Days of authorized leave with pay, may only be approved by the ~~Town~~**Department** ~~Manager~~**Head**.

UNAUTHORIZED ABSENCES

An absence of any employee from duty for a single day or part of a day that is not authorized by a specified grant of a leave of absence under the provisions of these regulations, will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who ~~absents~~**is themselves absent** for three (3) consecutive days without leave shall be deemed to have resigned.

MILITARY LEAVE

Leaves of absence and re-instatement rights will be granted to employees who enlist, are drafted, or are recalled to active service in the armed forces of the United States in accordance with the Federal Uniform Services Employment and Reemployment Rights Act ("USERRA").

If an employee is in the military reserve, ~~he or she~~**they** will receive required time off to complete training and drill obligations. Employees must present a copy of their official orders or instructions to ~~the Human~~**Town Manager** ~~Resources~~. This information shall be made a part of the employee's permanent personnel record.

Advance notice of military service is required, unless military necessity prevents such notice from being given in advance. To the extent possible, employees should schedule military duty time at a time when their absence will be least disruptive to the Town. A military leave of absence will be unpaid except to the extent an employee elects to use accrued vacation time.

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

Employees must notify ~~the Human~~**Town Manager** ~~Resources~~ of their availability to return to work in compliance with the USERRA.

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

BEREAVEMENT LEAVE

Full-time bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following policy.

~~[DELETED] In the event of the death of a member of a regular full-time employee's immediate family, the Town of Meredith provides up to three (3) days paid time off. The three workdays usually include~~

~~[DELETED] In the event that an employee is on paid vacation at the time of the death of the relative, the bereavement leave will not be charged against your vacation credit. Additional vacation days may be granted to compensate for those days used as bereavement leave.~~

~~[DELETED]~~

~~the day before~~ In the funeral event and of the death of a day member after of a regular full-time employee's immediate family, the Town of Meredith provides up to twenty-four (24) hours of time off. "Immediate family" includes spouse, those children as (natural defined or adopted), stepchildren, parents, parents in law, brothers, sisters, stepparents, stepbrothers, stepsisters, grandparents, and grandchildren of in the employee personnel policy under definitions.

Additional unpaid time off due to bereavement may be granted for a specified and limited period of time with the approval of the Town Manager. ~~Employees seeking such additional unpaid time off must demonstrate the need for the time off.~~

JURY DUTY LEAVE

The Town of Meredith considers it a civic duty to serve on a jury if summoned and will grant employees leave in order to serve on a jury. Employees summoned for jury duty will be paid their regular rate of pay. The employee must turn into the Town the pay provided by the government for jury service excluding mileage. The employee must show the jury summons to their Department Head as soon as the notice is received.

While serving on a jury, employees are expected to call your Supervisor daily to advise them of their status. In addition, employees are expected to return to their job if they are excused from jury duty during your regular working hours.

ADMINISTRATIVE LEAVE

The Town Manager may excuse employees from duty for short periods of time with pay and without charge to leave. Examples would be extreme weather conditions, disaster and days of national mourning or celebration. This additionally may be granted to exempt employees as a result of extensive work requirements.

CRIME VICTIM LEAVE

Employees who are victims of crimes or are immediate family members of certain crime victims are entitled to time off to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee:

- Was a victim; or
- Is part of the immediate family of a homicide victim; or
- Is part of the immediate family of a child under the age of 18 who was a victim; or
- Is part of the immediate family of an incompetent child who was a victim.

A victim is someone who suffers direct or threatened physical, emotional, psychological or financial harm as a result of the commission or attempted commission of a crime. Immediate family is defined as the father, mother stepparent, child, stepchild, sibling, spouse, grandparent or

legal guardian of the victim, or any person involved in an intimate relationship and residing in the same household.

To qualify for leave under this law, an employee must provide the Town of Meredith with copies of written notices of hearings, conferences, and meetings the employee must attend as part of the criminal proceedings.

The Town of Meredith is not required to pay employees for time away from work under this law; however, the use of accrued time may be approved by the Town Manager.

~~DELETED~~

SAFETY PERSONNEL LEAVE

When the Governor or the General Court of New Hampshire declares a state of emergency under NH RSA 4:45 any employee who is a member of a fire department, rescue squad, or emergency medical services agency who is called into service of the state or a political subdivision for the emergency shall be entitled to leave without pay to respond, unless the Town certifies that the employee is essential to the Town's own emergency or disaster relief activities. An employee may, but is not required to, use any vacation time they have available during their emergency service leave.

LONGEVITY

~~Upon completion of five (5) years of service with the Town of Meredith as a full-time employee (including any probationary period), an employee shall be entitled annually to One Hundred Fifty Dollars (\$150.00) longevity pay; upon completion of ten (10) years of such service, he or she shall be entitled annually to Three Hundred Dollars (\$300.00) longevity pay; upon completion of fifteen~~

~~(15) Exempt years of such service, he or she shall be entitled annually to Four Hundred Forty Dollars (\$440.00) longevity pay; upon completion of twenty (20) years of such service, he or she shall be entitled annually to Six Hundred Dollars (\$600.00) longevity pay; upon completion of twenty-five~~ **Employees**

~~(25) years of service, he or she shall be entitled to One Thousand Dollars (\$1,000.00) longevity pay.~~

Exempt employees will receive monetary compensation as their longevity award. The longevity award tiers are as follows:

Upon completion of five (5) years but less than ten (10) years of service with the Town of Meredith as a full-time employee (including any probationary period), an employee shall be entitled annually to Five Hundred Dollars (\$500.00) longevity pay; upon completion of ten (10) years but less than fifteen (15) years of service, they shall be entitled annually to One Thousand Dollars (\$1000.00) longevity pay; upon completion of fifteen (15) years but less than twenty (20) years of service, they shall be entitled annually to One Thousand Five Hundred Dollars (\$1500.00) longevity pay; upon completion of twenty (20) years of service, they shall be entitled annually to Two Thousand Dollars (\$2000.00) longevity pay.

Entitlement commences in the calendar year in which the required service is completed and is continuous until the calendar year in which the employee qualifies for a higher entitlement or terminates service with the Town.

Normally, longevity pay will be paid on the first pay period in the month following the month of the employee's anniversary date and will only be paid if the employee remains employed by the Town at the time of payment.

Non-Exempt Employees

Non-Exempt Employees will receive personal time as their longevity award. Personal time is awarded as follows:

Upon completion of one (1) year but less than five (5) years of service with the Town of Meredith as a full-time employee (including any probationary period), an employee shall be entitled annually to eight (8) hours of personal time; upon completion of five (5) years but less than ten (10) years of service, they shall be entitled annually to sixteen (16) hours of personal time; upon completion of ten (10) years but less than fifteen (15) years of service, they shall be entitled annually to twenty-four (24) hours of personal time; upon completion of fifteen (15) years of service, they shall be entitled annually to thirty-two (32) hours of personal time.

Longevity personal time will be awarded the first week of January each year and based on an employee's tenure on January 1st of that year. Longevity personal time will only be awarded if the employee remains employed at the time of the award. Longevity personal time must be used in the calendar year in which it is rewarded and will not be paid out upon termination.

VACATION CONVERSION

Regular full-time employees may redeem up to forty (40) hours of vacation leave, at a rate of 100% of the employee's regular rate of pay, once per year. Redemption requests shall be submitted to Human Resources no later than October 1st of each year. Payment shall occur in the first pay period in the month of December.

TUITION REIMBURSEMENT

Courses which are a requirement of the employee's job position shall be paid for entirely by the Town. Courses which are related to the job, but are not required are also eligible for a tuition refund by the Town within the limits of the employee's department's budget up to; Grade A 100%, Grade B 75%, Grade C 50% refund.

All courses must be approved in advance by the Town Manager, satisfactorily completed, and upon completion proof of payment and satisfactory completion must be presented to the Town Manager to be eligible for reimbursement under this policy.

Tuition reimbursement shall be for ~~full~~regular ~~time~~full-time employees only. If an employee separates service with the town within 6 months of reimbursement, the employee will return 100% of the reimbursement to the Town.

~~[DELETED]~~

When a course is paid for in whole or in part through ~~any Federal~~outside ~~or funding State~~that ~~program doesn't require repayment~~, then the Town will not reimburse for such amount, it being the intent to eliminate double payment for a course.

MEDICAL BENEFIT PLAN

Details concerning the health insurance plan may be obtained from the Town Manager or the HR ~~Coordinator~~Director. There are three options of health coverage will be offered; an SOS plan, HMO plan, and a PPO plan.

~~[DELETED] The Town of Meredith offers an Opt-Out benefit for employees who have health coverage through other means. The Opt-Out amount of \$2,500 is paid on a weekly basis (\$48.08) as long as the employee does not partake in the health insurance coverage through the Town. The employee must provide proof of alternative health coverage. Said Opt-Out is a taxable benefit.~~

~~[DELETED]~~

~~[DELETED] Effective September 1, 2011; all newly hired full time employees shall pay 25% of the total cost of the HMO plan selected, if an employee selects the PPO plan then they shall pay the additional costs for said plan.~~

~~[DELETED]~~

~~[DELETED] Effective January 1, 2007 two options of health coverage will be offered; a HMO plan and a PPO plan. The Town of~~

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~~Meredith will provide HMO health insurance coverage at no cost to the regular full-time employees and regular part-time employees working 30 hours or more, who were hired prior to September 1, 2011. The cost share for dependent coverage shall be 15% of the cost of the HMO plan after the single employee share is paid. (15% cost share of the HMO will be applied to the remaining cost.) The employee will pay any additional costs of the PPO plan.~~

The Town of Meredith offers an Opt-Out benefit for employees who have health coverage through other means. The Opt-Out amount is based on the plan level (single, 2-person, family) an employee is eligible to receive. The Opt-Out amounts are \$3,000 for single, \$6,000 for 2-person, and \$9,000 for family and is paid on a weekly basis as long as the employee does not partake in the health insurance coverage through the Town. The employee must provide proof of alternative health coverage. Said Opt-Out is a taxable benefit.

DENTAL PLAN

~~(DELETED)~~

The Town of Meredith provides all full-time employees who have met the eligibility requirements of the dental plan with dental insurance coverage. ~~Coverage for dependents is also available at the no employee's cost expense. Details regarding this plan may be obtained from Town Manager or to the HR Coordinator Effective September 1, 2011 all newly hired full-time employees shall pay 25% of the total cost of their Dental Insurance employee.~~

CONTINUATION OF GROUP HEALTH INSURANCE

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage at group rates in certain instances where coverage under the plan otherwise would end. Please contact the ~~Town Manager or HR Coordinator~~ Director for more details regarding COBRA.

RETIRED PERSONNEL

Retired personnel may continue to carry their Health Insurance through our group insurance program. They must remit full payment monthly for this benefit. Retired personnel for the purpose of this section shall mean those employees who have retired and are receiving retirement benefits from the New Hampshire Retirement System.

SHORT-TERM AND LONG-TERM DISABILITY

Short-Term Disability insurance provides income replacement benefits to employees who are unable to work due to a qualifying non-work-related illness, injury, or medical condition. Benefits begin after an eight-day waiting period and continue for up to thirteen weeks, as outlined in the applicable insurance policy. Employees may be required to provide medical documentation to support a claim. Coverage details, eligibility requirements, benefit amounts, and claim procedures are governed by the terms of the employer's disability insurance plan.

Long-Term Disability insurance provides income replacement benefits to employees who remain unable to work for an extended period due to a qualifying non-work-related illness or injury. LTD benefits generally begin after Short-Term Disability benefits are exhausted or after a specified elimination period. Benefit duration, eligibility, coverage percentages, and claim requirements are determined by the terms of the applicable insurance policy. Employees may be required to submit ongoing medical certification to maintain eligibility for benefits.

WORKERS' COMPENSATION

The Town of Meredith pays a premium for Workers' Compensation insurance for all employees. This insurance coverage protects employees from a loss of income and pays medical expenses, resulting from a workplace accident or injury. Employees are required to report all work-related injuries to the ~~Town Human Resources or the HR Coordinator~~ immediately department.

Employees with work-related injuries may be entitled to temporary alternative duty in accordance

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with the New Hampshire Workers' Compensation law. In New Hampshire, an injured worker is entitled to worker's compensation for injuries and medical conditions that arise out of an exposure at work. Claims are divided into two categories:

1. Medical Only Claims: Any claim with no time lost from work or any claim in which the lost time is less than three days.
2. Lost Time or Indemnity Claims: Any claim where the injured worker is out of work for more than three days.

When a worker is injured, they receive no wage replacement benefit for the first three days of disability. The employee may use accrued sick leave in order to make their paycheck "whole". If the disability is greater than fourteen days, then the waiting period is waived. Worker's Compensation benefits are based on 60% of the employee's average weekly wage.

Employees with non-work-related injuries or other physical or mental impairments who require accommodations to perform their jobs should make any accommodation requests to the Town Manager. The Town of Meredith will consider the request in accordance with its Americans with Disabilities Act policy.

Worker's Compensation is not a leave benefit. Employees who are not able to work must use available leave, or if none is available should apply for leave under the Town's Authorized Absence without Pay leave policy in this manual.

UNEMPLOYMENT INSURANCE

The Town of Meredith pays into the unemployment compensation fund established by the State of New Hampshire. Individuals laid off from employment by the Town of Meredith may be eligible for unemployment compensation benefits through the New Hampshire Department of Employment Security.

SOCIAL SECURITY

Social Security is a payroll deduction representing employees' contribution to the Federal Government's Social Security Program. The Town of Meredith also contributes money on the employees' behalf to the Social Security Program for regular employees. Sworn Police personnel and Fire regular full-time employees are exempt.

LIFE INSURANCE

The Town of Meredith provides Life Insurance in the amount of ~~twenty~~ **one hundred** thousand dollars (~~\$20~~**100**,000) for each **regular**, full-time employee ~~until age 65, which then reduces to thirteen thousand (\$13,000)~~ until age 70, which then reduces to ~~ten~~ **fifty** thousand dollars (~~\$10~~**50**,000). Call Firefighters who work at least five (5) hours per week are provided a fifty thousand dollar (\$50,000) policy until age 70, which then reduces to twenty-five thousand dollars (\$25,000). Coverage begins on the first day of ~~the month following appointment~~ employment or as soon as the employee can be added to the Town's policy **and ends upon separation of employment or death.**

NEW HAMPSHIRE RETIREMENT SYSTEM

At the March 11, 1969 Town Meeting, the Town of Meredith voted (as required by State Law) in the affirmative to include full-time employees of the Town in the New Hampshire Retirement System to be effective January 1, 1969. This vote made it mandatory for all full-time employees employed with the Town of Meredith to participate. **NHRS considers employees who work thirty-six (36) hours per week or greater to be full-time.**

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Group I employees consist of all employees other than Fire and Police. They are required to join the retirement system immediately upon employment with the Town.

~~{DELETED} A percentage of the employee's gross earnings are deducted weekly from the employee's paycheck and are submitted monthly to the system by the Town. The Town of Meredith submits, at the same time, a percentage towards each employee's retirement fund. Each group's percentages are~~

Group II employees consist of Police and ~~Group III employees consist of~~ Fire. These employees are required to join the retirement system immediately upon employment with the Town.

~~{DELETED} Upon termination of employment from the Town, a form provided by the New Hampshire Retirement System is available at the Town Manager's Office or on line at www.state.nh.us/retirement/ for the return of accumulated contributions made by the employee. This form must be filled out by the employee, signed by the Town Manager or the HR Coordinator and mailed by the employee.~~

~~{DELETED}~~

A percentage of the employee's gross earnings are deducted weekly from the employee's paycheck and are submitted monthly to the system by the Town. The Town of Meredith submits, at the same time, a percentage into NHRS. Each group's percentages are available at the Payroll Office. All percentages are designated by New Hampshire Retirement System.

DEFERRED COMPENSATION PLAN

The Town of Meredith has a 457 Savings Plan available to regular full-time employees. Employees opting to participate may make payroll-deducted contributions to the Plan by designation or wages up to the allowable maximum.

~~{DELETED} The Town of Meredith participates with a Credit Union. Employees of the Town are eligible to become members. Savings and loan payments may be made through payroll deduction.~~

~~{DELETED} CREDIT UNION~~

~~{DELETED}~~

DIRECT DEPOSIT

The Town of Meredith provides direct deposit for employees in up to three (3) banks.

FLEXIBLE BENEFIT PROGRAM

The Town has a Flexible Benefit Program for employees. Employees participating in this program have a specified amount deducted from their gross pay, before federal, state, Social Security and federal unemployment taxes which they can use for eligible medical and/or dependent care expenses in accordance with Section 125 of the Internal Revenue Code. Details regarding this plan may be obtained from ~~Town Human Manager or HR Coordinator~~ Resources.

COMPUTER PURCHASE

Computers may be purchased through the Town and a payroll deduction plan implemented. See Administrative Services for details.

~~{DELETED}~~

~~{DELETED}~~

~~{DELETED}~~

~~{DELETED}~~

ON THE JOB

ATTENDANCE

Every employee is a valuable and contributing member of the Town of Meredith. Regular attendance is important to our success and efficiency. We must be able to depend on our employees to report to work regularly and on time.

Every employee is expected (1) to work all scheduled hours; (2) to report for work on time; and (3) to work until the end of the work period.

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Excessive absence, being late, and quitting early, are grounds for disciplinary action, including separation from employment. If employees are absent or late for work, they must contact their supervisor either orally or in writing, up to one-half hour after starting time, to explain why they ~~(DELETED)~~

will be absent or late and how long they expect to remain absent. An employee who fails to call in on the day of an absence, or does not have an excuse for calling in late, may be subject to disciplinary action, up to and including termination. If employees are absent from work for more than one day, they are required to call in on each day of absence, unless the employee has submitted a doctor's note indicating that they will be absent from work on that day.

Unless there are extenuating circumstances, an employee will be considered to have resigned from the Town of Meredith if no notification is received within three (3) consecutive working days from the beginning of the absence. Before returning to work, an employee who is absent three (3) or more consecutive workdays due to illness may be requested to submit to their supervisor a doctor's release to work slip.

CONFIDENTIALITY

Employees are expected to respect the confidentiality of information received during the course of employment with the Town of Meredith.

CELL PHONES/PORTABLE COMMUNICATION AND INFORMATION DEVICES

The Town may provide ~~cellular cell telephone, pagers~~ phones and/or other portable electronic communication and information devices to some employees as business tools. Any such device provided by the Town is subject to the TOWN OF MEREDITH EQUIPMENT, TELEPHONE, FACSIMILE, E-

MAIL AND INTERNET USE policy below, and as stated therein employees should have *no expectation of privacy* in their use of any of these devices.

These communication/information devices, whether or not provided by the Town may not under any circumstances be used while driving or engaging in any other activity which requires full attention. Employees should not use ~~cellular cell telephones~~ phones, or any other insecure communications system to communicate any confidential or proprietary information. ~~And~~ In the workplace, ~~at with no the time~~ exception of public meetings, should any of these devices be used by an employee to record anyone/thing or any conversation ~~in the workplace~~ without their consent.

TOWN OF MEREDITH EQUIPMENT, TELEPHONES, FACSIMILE, E-MAIL AND INTERNET USE

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in Town of Meredith equipment and systems are the property of the Town of Meredith and as such are to be used solely for job-related purposes. All electronic information and communication systems of the Town are intended to be used for ~~job~~ ~~related~~ job-related purposes. Use of these systems for personal use is strongly discouraged. However, incidental and occasional brief personal use is permitted on an "absolutely necessary" basis. Such use should be on personal time. In addition, employees should be aware that such communications are not private and shall be treated in the same manner as all other messages in accordance with this policy. Under no circumstances should any of these systems be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Use of any electronic communication ~~devices~~ devices, voice mail, or computer systems belonging to the Town ~~is~~ are not private. The Town reserves the right to access, audit, read, review, monitor, use and disclose any and all information and messages on these systems, whether pass worded or not, at any time for any reason, without notice, permission or any other restriction. These systems

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should be considered by employees as accessible as any other shared business file. In addition, all uses of these systems are subject to disclosure to law enforcement and/or government officials. For these reasons, employees should not have any expectation of privacy in their use of the Town's electronic communication systems, including e-mail and voice mails, even when using a private password.

Employees are prohibited from receiving, sending, viewing and/or downloading any messages or information on these systems that is discriminatory, including offensive, e-mail harassing, embarrassing, intimidating, destructive, or offensive to others or in any way may be deemed illegal or fraudulent. For example, the display or transmission of sexually explicit images, messages, and voice cartoons is not allowed. Other such misuse includes, even but when is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Employees are prohibited from accessing, reading, using and private disclosing password electronic, voice mail or any other information not intended for their review or receipt.

[DELETED] Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from the Town Manager. All pass codes are the property of the Town of Meredith. No employee may use a pass code that has not been issued to that employee or that is unknown to the Town of Meredith. Moreover, improper use of the e-mail system (e.g., spreading offensive jokes or remarks) will not be tolerated. Employees who violate this policy are subject to disciplinary action, up to and including separation from employment.

[DELETED]

Employees are prohibited not from permitted receiving to use a code, sending, access viewing a and/or downloading any messages or information on these systems that is discriminatory, offensive, harassing, embarrassing, intimidating, destructive file, or offensive retrieve any stored communication unless authorized to others do so or in unless any they way have may received prior clearance from the Town Manager. All pass codes are the property of the Town of Meredith. Moreover, improper use of the e-mail system (e.g., spreading offensive jokes or remarks) will not be deemed illegal or fraudulent. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others tolerated. Employees who violate this policy are prohibited subject to disciplinary action, up to and including separation from accessing, reading, using and disclosing electronic, voice mail or any other information not intended for their review or receipt employment.

The Town purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Town does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Town prohibits the illegal duplication of software and its related documentation.

Unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the Town of Meredith's legitimate business interests, and to ensure quality service to our customers, authorized representatives of the Town of Meredith may monitor the use of such equipment from time to time. See Administrative Regulations Regulation for procedural information #26.

SOCIAL NETWORKING AND BLOG POSTINGS

Postings on social networking sites such as ~~Twitter~~^X, Facebook, ~~MySpace~~^{Instagram}, and YouTube ^{or other similar apps}, as well as on blogs, have become a common activity of many individuals. The Town neither encourages nor discourages any of its employees from posting on social networking sites or blogging on their own time, using their own equipment. However, employees should be aware that these postings are public; even if access to them is restricted they may be forwarded out of the restricted group by those who have rightful access, and live on virtually forever. Even if a posting is taken down it never truly disappears but rather continues to exist somewhere in cyberspace. Employees need to be mindful of potential damage to their own reputation and interests as well as the reputations and interests of the Town, co-workers and the entities and individuals we serve that can occur from such postings.

~~[DELETED] Should employees chose to blog or participate in any social networking site on his or her own time, using his or her own resources and equipment; employees are required to follow the following guidelines:~~

^{Should employees choose to blog or participate in any social networking site on their own time, using their own resources and equipment; employees are required to follow the following guidelines:}

1. Never disclose any confidential information of the Town or any entity or individual the Town serves.
2. Postings must not violate any laws or Town policies, including but not limited to harassment, violence, pornography or infringement on the privacy rights of co-employees or any entity or individual the Town serves.
3. Never defame the Town, co-employees or any individual or entity the Town serves.
4. ^{Should employees reference the Town in any way, including stating that} ~~he or she is they're~~ employed by it, employees must state that "The postings on this site are my own and do not necessarily represent the opinions or positions of my employer."
5. Do not use Town of Meredith e-mail address.
6. Unless part of the employee's job responsibilities, do not access any social media sites while at work, or with Town-owned property. There is to be no use of social media while on work time or using Town property.

Conduct that violates this or any other policy of the Town may be subject to investigation and/or discipline regardless of whether such conduct occurred away from work or on ~~non-~~worknon- work time.

COMMUNICATIONS

Good communication is vital for efficient and effective operations. Bulletin boards are maintained within each Town facility to bring to the attention of employees any matters relating to federal and state regulations, safety and health, Town of Meredith policies and announcements. No notices, posters or other material may be displayed on these boards without the approval of the Town Manager. All employees are urged to check these boards daily.

Furthermore, all employees are provided with a Town of Meredith email account, and are expected to check said email ~~consistent at with least Administrative Regulations~~^{weekly}, as most employment related information is transmitted through said email account. ^{Failure to read emails / bulletins will not serve as an excuse for violations of policies.}

Failure to read emails / bulletins will not serve as an excuse for violations of policies.

PERSONAL DRESS and HYGIENE

Discretion in style of dress and behavior is extremely important to the Town of Meredith. Employees are therefore required to dress in attire that is safe and appropriate for their positions. Work clothing worn by employees must not be torn, must meet safety requirements, and must not contain inappropriate language or graphics. Employees must use good judgment in their choice of work clothes and hygiene; and please remember to conduct themselves at all times in a way that best represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.

~~Employees generally are expected to report to work during inclement weather. However, there may be occasions on which the Town of Meredith will have a delayed opening or be closed due to severe inclement weather. Employees should contact the Town main telephone at 279-4538; listen to WLKZ or tune into TV channel WMUR (9) for information as to whether the Town of Meredith will be open for business. Essential personnel must adhere to departmental procedures.~~

~~SNOW DAYS~~

~~represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.~~

~~represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.~~

~~WEATHER~~

PERSONAL INCLEMENT DRESS and HYGIENE WEATHER

Discretion in style of dress and behavior is extremely important to the Town of Meredith. Employees are therefore required to dress in attire safe and appropriate for their positions. Work clothing worn by employees must not be torn, must meet safety requirements, and must not contain inappropriate language or graphics. Employees must use good judgment in their choice of work clothes and hygiene; and please remember to conduct themselves at all times in a way that best represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.

SOLICITATIONS

No solicitation of any kind is permitted during working time, unless first approved by the Town Manager. "Solicitation" is defined as requests for contributions, donations, raffles, lotteries, and membership in organizations, attendance at events, or other similar conduct. "Working time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times, or time before or after work hours. This rule applies to solicitation for both charitable and non-charitable causes.

No distribution of any non-work-related written materials is permitted in any work area at any time, unless first approved by the Town Manager. "Work areas" are defined as any Town of Meredith office or facility including email transmissions, other than designated break areas. Absent prior approval by the Town Manager, employees may solicit or distribute materials only during break time or outside of scheduled work hours.

Persons not employed by the Town of Meredith are prohibited from distributing materials or soliciting employees on Town of Meredith premises at any time, unless authorized by the Town Manager.

~~represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.~~

~~represents the employee and the Town of Meredith. Any questions regarding appropriate dress for specific departments should be addressed to the Town Manager.~~

MOTOR VEHICLE VIOLATIONS

All employees who operate Town of Meredith vehicles are required within 72 hours to notify their Department Heads if they have been convicted of or plead nolo contendere to any and all motor vehicle violations. If the license of any employee who operates Town of Meredith vehicle[s] is

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suspended, revoked, or otherwise restricted, the employee must notify their Department Head within one working day of learning of the suspension, revocation, or restriction. Employees who are required but unable to drive and/or who fail to comply with this policy may be subject to disciplinary action, up to and including termination of employment.

TOWN OF MEREDITH PROPERTY

Town of Meredith's property of any type or value shall not be used or removed from Town of Meredith premises' ~~without~~ ~~unless written being authorization~~ ~~used for regular performance of the Town Manager duties.~~ All Town of Meredith equipment, memoranda, records, communications equipment, computer data, ~~disks~~ storage devices, or other documents made or compiled by employees or made available to employees in connection with the business of the Town of Meredith shall be delivered to the Town of Meredith promptly upon your termination or at any other time upon request.

TOWN OF MEREDITH SECURITY

It is each employee's responsibility to help ensure that proper security measures are exercised at all times. Employees should be familiar with emergency exits and with alarm systems and the ~~[DELETED] proper steps to take upon hearing them. Any suspicious person or events should be called to the immediate attention of the department Head or the Town Manager.~~ proper steps to take upon hearing them. Any suspicious person or events should be called to the immediate attention of the Department Head or the Town Manager.

CODE OF PROFESSIONAL CONDUCT AND ETHICS

The Town of Meredith expects that all ~~of~~ its directors, officers and employees will maintain the highest ethical standards in the conduct of all Town business. It is the intent of this Code of Professional Conduct and Ethics that all directors, officers and employees will conduct the Town's business with integrity and will comply with all applicable laws and Town policies in a manner that focuses on the Town's best interests and excludes consideration of personal advantage or gain. If an employee's position and/or professional certification requires they abide by an additional code of conduct, this should be taken into consideration along with the Town's code of conduct.

This Code of Professional Conduct and Ethics applies to all Town employees.

Given the complexity of ethical questions that may arise in the course of business, this Code of Town Conduct and Ethics offers guidance only. If confronted with ambiguous ethical situations, then we should remember the Town's commitment to the highest ethical and moral standards and should seek advice from each other and from Management to ensure that all actions are taken in furtherance of the Town's commitment to these principles. Specifically, Department Heads should seek guidance from the Town Manager and all other employees should seek guidance from their Department Head – if the Department Head is unable to present said guidance, then the employee shall be referred to the Town Manager for guidance.

Fair and Ethical Dealing

Town employees shall behave honestly and ethically at all times. The Town bases its relationships with suppliers, the public and employees on fair and ethical practices. Accordingly, all employees should endeavor to deal fairly and ethically with suppliers, the public and employees. No employee shall take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair or unethical practice.

COMPLIANCE WITH LAWS, REGULATIONS POLICIES AND ESTABLISHED PROFESSIONAL STANDARDS.

In conducting the business of the Town, employees will respect and comply with all applicable

federal, state, local, and international laws, rules and regulations at all levels of the government in the United States

All employees shall communicate to the Town's independent auditors all relevant information and professional judgment or opinions, furthermore, employees shall not knowingly conceal or falsify information, misrepresent material facts, or omit material facts to mislead the Town's independent auditors.

In addition, Department Heads shall adhere to the code of ethics or professional standards that is established and maintained by their respective professional organization (example: ICMA, GFOA).

General Principles and Standards

To summarize the important points of this Code and provide more specific guidance, it should be clear that all employees of the Town are required to adhere to the following standards and principles:

~~(DELETED)~~

- Avoid the intent or appearance of unethical or compromising practices in relationships, actions and communications.
- Refrain from any private business or professional activity that would create an actual or potential conflict between personal interests and the interests of the Town.
- Refrain from soliciting or accepting money, loans, credits, discounts, gifts, entertainment, favors, or services from present or potential suppliers, or anyone else that might influence, or appear to influence decisions.
- Handle confidential information belonging to the Town and our customers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Promote positive relationships through courtesy and impartiality in all phases of service delivery.
- Know and obey the letter and spirit of laws governing all functions of the Town, and remain alert to the legal ramifications of your actions.

Compliance with the Code of Conduct and Ethics

This Code of Conduct and Ethics applies to all Town employees. Any employee who violates this Code shall be subject to disciplinary action up to and including dismissal. The appropriate disciplinary action will be determined after a review of the circumstances and with the goal of preventing and correcting any violations of this policy and making clear that violations will not be tolerated or condoned.

In addition to disciplinary action against any employee who violates this Code, disciplinary action may also be taken against individuals who authorize a violation of this Code, who deliberately fail to report violations of this Code, who deliberately withhold relevant information regarding violations of this Code, and those who manage or supervise a violator to the extent that the circumstances of the violation reflect inadequate leadership or lack of diligence.

Reporting Non-Compliance With the Code or Other Ethical Concerns

If any employee has knowledge or is suspicious of any noncompliance with any section of this Code or is concerned whether a circumstance could lead to a violation of the Code, then they should immediately discuss the situation with their Department Head or with the Town Manager. The Town will not tolerate any retaliation against an employee who acts in good faith in reporting

any violation or suspected violation of this Code. Any individual who believes that he or she has been retaliated against for reporting a violation or suspected violation of this Code should immediately report the matter to the Town Manager.

CONFLICT OF INTEREST

The Town's employees have an obligation to promote the best interests of the Town at all times. A conflict of interest occurs when a person's private interests interfere in any way with the interests of the Town. Town personnel should avoid any action that may involve a conflict of interest with the Town's activities.

Employees and their relatives should not have any undisclosed, unapproved financial or other business relationships with suppliers, vendors, consultants or contractors of a nature that might impair the independence of any judgment they may need to make on behalf of the Town.

Concurrent or outside employment can also pose actual or potential conflicts of interest. If any employment other than that with Town interferes in any way with assigned job responsibilities for ~~(DELETED)~~ the Town, encroaches on Town working hours, or is otherwise not in the Town's best interests, then the individual may not engage in the other employment.

At times, relationships can also cause actual or potential conflicts of interest. Employees may not represent the Town in any transaction in which the individual or the individual's relative has a substantial economic interest.

Employees must also avoid apparent or potential conflicts of interest, which occur when a reasonable observer might assume there is a conflict of interest and, therefore, a loss of objectivity in their actions on behalf of the Town.

Where actual or potential conflicts arise, Employees must provide full disclosure of the circumstances in accordance with this Code and should stand back from any related ~~decision making~~ decision-making process. Department Heads shall provide full disclosure of any actual or potential conflicts of interest to the Town Manager, and all other employees shall provide full disclosure to their Department Heads.

The Town of Meredith expects its employees to conform to the highest ethical and legal standards. Employees are required to refrain from engaging in any activities that create a conflict or the appearance of a conflict of interest. Examples of conduct and behavior that would violate this policy include, but are not limited to, the following:

- Investing in any of the Town of Meredith's vendors or suppliers (unless the securities are publicly traded and the investments are on the same terms available to the general public, and not based on any inside information), or having any financial interest in a vendor or supplier that could cause divided loyalty or even the appearance of divided loyalty.
- Receiving any gifts or favors from, any members of the public, vendors, or suppliers. Guidelines shall be provided in Administrative Regulation #38.
- Using directly or indirectly, Town of Meredith funds, assets, or other resources for any unlawful goal or purpose.

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Employees with any questions regarding these guidelines are required to discuss them with their department head or the Town Manager, prior to engaging in any activity or conduct that may violate this policy, as violations may lead to disciplinary action, up to and including termination.

SUGGESTIONS AND IDEAS

The Town of Meredith is always interested in constructive ideas and suggestions for improving operations. Employees will be notified whether or not it is feasible to put the suggestions and ideas into practice.

The Town of Meredith believes that constructive suggestions indicate initiative on the part of an employee, and encourages employees to submit ~~them~~ their suggestions to their supervisor. A constructive suggestion notes an issue and offers a reasonable suggestion for improvement.

DISCIPLINE

The Town of Meredith is justifiably proud of our employees and the manner in which they conduct themselves. We rely on individual good judgment and sense of responsibility. Each employee is expected to conduct themselves in an appropriate manner. However, for the protection of its property and other employees, the Town of Meredith has established certain rules of conduct which must be followed.

It is the policy of the Town of Meredith to discipline an employee whenever they violate a rule, regulation, endangers the safety of others, or performs unsatisfactorily. In each instance, the disciplinary action taken will be just and in proportion to the seriousness of the violation. Generally, there are four types of discipline used by the Town of Meredith: verbal warning, written warning, suspension, and dismissal. The Town has no obligation to use these types of discipline in any specific steps or order with any employee. Which of these types of discipline is used for any given matter is at the sole and absolute discretion of the Town, and may be influenced by the employee's history of employment with the Town. Discipline is to correct behavior and not punish.

~~[DELETED] It is the policy of the Town of Meredith to discipline an employee whenever he or she violates a rule, regulation, endangers the safety of others, or performs unsatisfactorily. In each instance, the disciplinary action taken will be just and in proportion to the seriousness of the violation. Generally, there are four types of discipline used by the Town of Meredith: verbal warning, written warning, suspension, and dismissal. The Town has no obligation to use these types of discipline in any specific steps or order with any employee. Which of these types of discipline is used for any given matter is at the sole and absolute discretion of the Town, and may be influenced by the employee's history of employment with the Town.~~

The ~~Town~~ Department Head will bring all violations to the attention of Meredith the is employee. justifiably A proud written memorandum will be placed in the file noting the following: the nature of our each employees and the manner in which they conduct themselves. We rely on individual good judgment and sense of responsibility. Each employee is expected to conduct themselves in an appropriate manner. However, for the protection of its property and other employees occurrence, the Town remedial of action Meredith has established certain rules of conduct suggested, which and must what action was taken. Disciplinary action taken may be followed a reprimand, suspension, or discharge.

~~[DELETED] If an employee is suspended, they must be notified in writing of the effective date, reason and duration. The Town Manager shall suspend or discharge employees.~~

~~[DELETED]~~

The If Department an Head employee will is brings suspended, all they violations must to be the notified attention in writing of the employee effective A written memorandum will be placed in the file noting the following: the nature of each occurrence date, the remedial action suggested reason, and what action was taken duration. Disciplinary The action Town taken Manager may shall be a

~~reprimand, suspension~~ suspend or discharge employees.

If an employee is discharged, they must be notified of the reason for discharge, and of the effective date of discharge.

A suspended or discharged employee may appeal the action by written appeal to the Select Board within five (5) working days after the action. The Select Board will respond in writing to that employee within ten (10) working days.

STANDARDS OF CONDUCT

All employees are required to comply with our standards of conduct, which are intended to promote consistency and harmony in the workplace, and to support the missions and objectives of the Town of Meredith. We recognize that no list of rules can be all inclusive. Incidents may arise that are not covered by the standards of conduct which may lead to discipline, up to and including termination. The following areas are intended to guide employees in recognizing certain behaviors which are clearly prohibited and which are considered by the Town of Meredith to constitute cause for disciplinary action, up to and including termination.

~~[DELETED]~~

1. **Absence and Lateness**

Absence and lateness without good reason, failure to report when absent, overstaying allotted break time, excessive or unexcused absences.

2. **Employment/Town of Meredith Records**

Making a false statement on the application form; falsifying Town of Meredith and employment records.

3. **Attitude**

~~[DELETED]~~

Abusive language, creating any type of disturbance, complaining in front of visitors, uncooperativeness, abuse or neglect of visitors or residents, and abuse, neglect, or intentional destruction of Town of Meredith property.

4. **Safety**

Violation of safety regulations or endangering the health or safety of other persons.

5. **Employee Relations**

Abusive or profane language to another employee, intentional destruction of another employee's personal possessions, threatening bodily harm, intent to strike, and/or striking another employee, creating a disturbance, causing dissension among employees.

6. **Crime**

Conviction of a crime that adversely impacts the employee's position with the Town of Meredith.

7. **Dishonesty**

Dishonesty to a coworker, resident, visitor or to the Town of Meredith.

8. **Incompetence**

Repetition of avoidable mistakes ~~to a point that~~ wherein the mistakes demonstrate a willful disregard for the Town of Meredith's interest.

9. **Intoxicants**

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Bringing, possessing, or using alcoholic beverages or illegal drugs on Town of Meredith property or while on the job; being under the influence of or testing positive for these substances during working hours will result in immediate discharge.

10. **Neglect of Duty**

Negligence in the performance of duties, which seriously conflict with the Town of Meredith's interest.

11. **Unsatisfactory Job Performance**

Failing to demonstrate the requisite skill or abilities to satisfactorily discharge the employee's duties.

12. **Telephone, Facsimile, Computer, E-Mail, Copier**

Use of a Town of Meredith telephone, cell phone, facsimile, computer, e-mail, and copier for a non-Town of Meredith purpose.

13. **Theft or Destruction of Property**

The theft or negligent or intentional destruction of any Town of Meredith property or the personal property of a coworker, customer or visitor.

14. **Sexual or Other Unlawful Harassment**

Discrimination, sexual or other unlawful harassment, and inappropriate conduct in violation of Town of Meredith policies.

15. **Insubordination**

Acting in an insubordinate manner toward your supervisor or any other directive of the Town of Meredith.

~~Acting in an insubordinate manner toward your supervisor or any other directive of the Town of Meredith.~~

GRIEVANCE PROCEDURE

Any employee, who believes that they have received inequitable treatment because of some condition of their employment, may personally appeal for relief from that condition through the following steps:

- (a) An employee is expected to discuss any grievance initially with their immediate supervisor, then, if the matter is not settled, the employee may choose to submit it in writing to the Department Head within five (5) days of the supervisor's decision. The Department head shall give a written reply within ~~one seven~~ (+7) week days.
- (b) If the employee feels that their immediate supervisor or Department head has not satisfactorily ~~adjusted~~ addressed the grievance, they may then submit it in writing to the Town Manager within five (5) days of receipt of the Department Head's reply. The Town Manager shall give a written reply within ~~one seven~~ (+7) week days of their receipt of written grievance.
- (c) The Town Manager's decisions shall be final on employee's grievances for all employees who are under their administrative supervision. The ~~Board~~ Select of Selectmen's Board's decisions shall be final on employee's grievances that are under the ~~Board~~ Select of Selectmen's Board's administrative supervision.

These steps are to be followed in sequence. The requirements of a written presentation are not intended to preclude the use of frank and informal discussions as a means of reaching resolution.

COMPLAINT PROCEDURE

A complaint is an informal or formal expression of employee dissatisfaction regarding workplace conditions, interpersonal issues, or policy enforcement. Employees should address a complaint through the following steps:

- a) An employee is expected to discuss any complaint initially with their immediate supervisor, then, if the matter is not settled, the employee may choose to speak with their Department Head. The Department head shall address the issue and make a decision.
- b) If the employee feels that their immediate supervisor or Department Head has not satisfactorily addressed the complaint, they may then choose to speak with Human Resources who may conduct an investigation.
- c) Human Resources will inform the Town Manager of the investigation results, and the Town Manager will render a final decision.

EMPLOYEE SAFETY AND HEALTH

INTRODUCTION

The Town of Meredith is committed to providing a safe and healthy working environment for all of our employees. With the employee's assistance, we can use our resources to identify and control work-related hazards. All employees are required to bring known and potential hazards and safety issues to the attention of the Joint Loss ~~Safety Management~~ Committee. Failure to do so may result in an injury to the employee or others that could otherwise have been avoided.

The cooperative effort of each employee, ~~and supervisor,~~ and manager in the awareness, acceptance, participation, and preservation of a functional Health and Safety Program is essential and welcomed. Employees are encouraged to bring any suggestions they may have to improve safety to ~~the their Joint Department Loss Safety Committee or the Town Manager~~ Head.

SAFETY AND HEALTH STATEMENT

The Town of Meredith values the safety and health of ~~each and~~ every Town employee. It is the policy and the responsibility of the Town to adopt all reasonably practicable measures:

- To secure the safety, health and welfare of all employees at places of work under the Town's control and elsewhere when performing duties;
- To maintain equipment and a safe and healthy place of work;
- ~~{DELETED}~~
- To enable all employees to provide input;
- To ensure that the Town of Meredith is in compliance with safety rules, laws, and regulations.

It is also the policy of the Town of Meredith to ensure that all employees are aware of their responsibility regarding health and safety. In this regard they should become familiar with the Safety manual developed by the Town of Meredith Joint Loss ~~Safety Management~~ Committee.

We all share the responsibility for the prevention of accidents and should take reasonable care that all policies and procedures used are safely carried out. Any health or safety concerns should be reported to the Joint Loss ~~Safety Management~~ Committee.

JOINT LOSS SAFETY MANAGEMENT COMMITTEE RESPONSIBILITIES

Every employee of the Town of Meredith has the right to a workplace free from occupational safety and health hazards. The Joint Loss ~~Safety~~ Management Committee, Supervisory Personnel, and all employees share ~~in~~ the responsibility of implementing the provisions of this program within their respective capabilities and jurisdiction. The responsibilities listed are a minimum and should not be construed to limit individual initiative to implement more comprehensive procedures to control losses and enhance workplace safety.

Joint Loss Management Committee

- The Committee shall officially adopt this program and update at least every five years in accordance with the NH Department of Labor regulations.
- Provide overall support, direction, and commitment.

~~[DELETED] Ensure that personnel responsible for carrying out the provisions of this program understand the content of the program, are held accountable for their actions/inactions in accordance with established policies and procedures, and serve as advocates for the promotion of safety values and programs at all levels.~~

~~[DELETED]~~

~~[DELETED] Provide overall support, direction and commitment.~~

~~[DELETED] The Committee shall officially adopt this program and update at least every five years in accordance with the NH Department of Labor regulations.~~

~~[DELETED] Joint Loss Safety Committee~~

- Ensure that personnel responsible for carrying out the provisions of this program understand the content of the program, are held accountable for their actions/inactions in accordance with established policies and procedures and serve as advocates for the promotion of safety values and programs at all levels.

Supervisory Personnel

- Personnel with supervisory duties shall have the authority and responsibility to maintain a safe and healthy ~~work place~~ workplace and work practices. The supervisory personnel will:
 - Comply with the contents of this program
 - Comply with applicable work rules and regulations
 - Ensure that all employees within their jurisdiction comply with the program and follow all work rules and regulations as well as setting a positive example.
 - Follow disciplinary procedures as they relate to this program.
 - Promptly investigate and report all accidents and incidents, and immediately discuss measures for prevention.
 - Provide education for employees within their departments including correct methods for performing tasks, precautions to be taken, and the use of appropriate protective and emergency equipment.

~~[DELETED]~~

- Conduct workplace inspections and investigations to identify and correct unsafe conditions.
- Include and evaluate employee's safety behavior in each formal performance evaluation.

Employees

- Employees are required to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers, the general public, and equipment entrusted in their care. Employees shall:
 - Understand and follow all work rules and regulations. If an employee does not understand a work rule or regulation, they must notify their immediate supervisor.

- Utilize required personal protective equipment.
- Report all unsafe acts and conditions to their supervisor.
- Operate only machines and equipment that they have been properly trained and/or licensed on.
- Must follow all accident reporting procedures.
- Employees required to have a license as a condition of employment must report to immediate supervisor or Department Head:
 - Any motor vehicle law enforcement action;
 - Any motor vehicle conviction or any administrative action by the Department of Motor Vehicles.
 - These provisions shall not supersede any law or Commercial Driver's license requirements.
- Follow Disciplinary Policy as it relates to this program.

Administrative ~~Regulations~~ Regulation #12 and the Town Safety manual provide further information on safety policies and procedures.

WORKPLACE VIOLENCE

Unfortunately, violence in the workplace has become a reality in many workplaces. The Town hopes that it will never have to face this growing problem. Violence and verbal and physical threats of violence of any kind in the workplace or on Town of Meredith property will not be tolerated, and employees engaging in such conduct will be subject to discipline, up to and including separation from employment. If an employee becomes aware of any violence or threat of violence, ~~he or she~~ they must immediately report the matter to their Department Head or Town Manager.

ALCOHOL AND DRUGS

The Town of Meredith is committed to providing a safe and productive workplace for all of its employees. In addition, The Drug-Free Workplace Act of 1988 imposes certain obligations upon employers with respect to substance abuse. To have a safe and productive workplace for all Town employees it is absolutely essential that every employee report to work in an appropriate mental and physical condition to perform their jobs safely. This is also critically important for the individuals for whom we provide services.

In addition to this Policy, any employee working for the Town as a commercial driver or in a job position designated by the U.S. Department of Transportation as a safety-sensitive position is also subject to the Town's Alcohol and Controlled Substances Policy and Testing Program for Commercial Drivers and DOT Safety-Sensitive Positions.

During work hours, including meal and break periods, whether on Town premises, in a vehicle or at any other location, employees may not consume, use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. In addition, employees are required to report to their jobs in appropriate physical and mental condition, ready to work free from the influence of any illegal drugs or alcohol and any prescribed drugs which impair the employee's ability to perform their job duties.

Use of medication prescribed for an employee by their physician and the use of over-the-counter medication is permitted as long as the medication will not interfere with the employee's ability to perform their job functions. If you are taking a medication which might interfere with your ability to perform your job functions, it is your responsibility to inform your supervisor or Human Resources so that a determination can be made as to whether you can continue working.

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Employees who are suspected of violating Town of Meredith's policies regarding drugs and/or alcohol, including, but not limited to, when their performance is impaired, behavior is erratic, or the odor of drugs/alcohol is observed, may be required to immediately submit to a drug test and/or alcohol test and/or fitness for duty exam as determined appropriate by the Town in its discretion. In addition, at the discretion of the Town, drug/alcohol testing may be required when an employee is involved in any job related accident, is part of a rehabilitation program, when there is reason to believe that any controlled substance or alcohol in the possession or control of the Town has been tampered with, and when required by an entity with whom the Town does business (governmental contract). Any employee who is required to submit to a drug and/or alcohol test or a fitness for duty exam must cooperate fully with the process and must not do anything to tamper with, adulterate, dilute, or otherwise interfere with any specimen, test, or exam. A drug/alcohol test or other exam will not be conducted without the employee's consent; however, an employee must consent as a condition of employment and may be terminated for failing or refusing to consent. Failure to submit to or co-operate fully in a drug or alcohol test or exam required by the Town, or if the results of the drug/alcohol test is positive may result in disciplinary action, up to and including immediate termination, at the sole discretion of the Town.

In addition to the fitness for duty/reasonable suspicion testing described above, the Town reserves the right to implement further drug testing programs at any time, such as ~~pre-employment~~pre-employment, post-accident, and random drug and alcohol testing.

An Employee who appears impaired and is asked to submit to a drug/alcohol test will not be permitted to drive to a test facility. They will be taken to the test facility by a member of Town of Meredith management, or other designated individual.

Any employee who is convicted of any drug or alcohol related crime (including violations, misdemeanors, and felonies) must notify the Town Manager within **five (5)** days of the date of conviction. A conviction includes any finding of guilt (including one agreed to by the employee) or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

~~On Violations violation of this part of this policy admission may lead to or use of a treatment or other program does not preclude appropriate disciplinary action by the Town, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. On violation of this policy, admission to or use of a treatment or other program does not preclude appropriate disciplinary action by the Town, including termination of employment. Violation of this policy may also have additional legal consequences.~~

~~[DELETED] Violations of this part of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or~~

~~[DELETED] treatment program. On violation of this policy admission to or use of a treatment or other program does not preclude appropriate disciplinary action by the Town, including termination of employment. Violation of this policy may also have additional legal consequences.~~

DOT DRUG AND ALCOHOL POLICY

~~[DELETED]~~

The Town of Meredith employs individuals, who as part of their position, must obtain and maintain a CDL. ~~Please Individuals see who Administrative have Regulation #40~~ CDL may be randomly tested for further drugs clarification or on this alcohol.

SMOKING

The Town of Meredith is committed to providing a safe, healthy, and smoke-free work

environment for our employees, visitors, and vendors. Consistent with our commitment and state law, we have declared a no smoking policy within our buildings and in Town of Meredith vehicles. Department Heads may implement specific departmental policy with Town Manager approval.

Smoking is not allowed in any areas of Town of Meredith buildings. Anyone wishing to smoke must do so only during authorized breaks in the designated area. The Town of Meredith hopes and expects that our employees will comply with the no-smoking policy. If an employee fails to comply with these rules, the employee will be subject to disciplinary action.

WORKPLACE SEARCHES

To safeguard the safety and property of our employees, residents, and the Town of Meredith, the Town reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises based on probable cause. **The Police Department will be involved with all searches.** Employees should understand that all offices, desks, files, lockers, and so forth are the property of the Town of Meredith and are issued for the use of employees only during their employment with the Town of Meredith. Inspections may be conducted at any time at the discretion of the Town of Meredith. Employees will be informed that the inspection occurred if they were not present during the inspection. Employees who refuse to cooperate in an inspection will be subject to disciplinary action up to and including discharge if after investigation, they are found to be in violation of the Town of Meredith's security procedures or any other Town of Meredith rules and regulations.

SEPARATION FROM EMPLOYMENT

TERMINATION

~~(DELETED)~~

Should an employee decide to resign from ~~his or her~~ **their** employment with the Town of Meredith, we ask that ~~he or she~~ **they** notify their Department Head of their decision at least two weeks in advance of the planned departure date. Thoughtfulness will be appreciated, and will allow the Town of Meredith to maintain work schedules and provide important services to the public.

Pay in lieu of vacation earned, but not taken, will be made in the case of employment terminated by resignation, dismissal, retirement or death of an employee. ~~Additionally, full-time employees will receive any longevity pay to which they are entitled.~~ Employees forfeit all accrued sick leave upon termination for cause. Please see Vacation and Sick leave.

If a ~~permanent~~ **regular** employee dies while in the Town's services, wages earned to the time of death, ~~any and longevity accrued pay time to which he or she was entitled~~ **will be paid per the deceased's policy** and shall be paid to:

- (a) A beneficiary named by the deceased and recorded with the Town;
- (b) Surviving spouse of deceased if no other beneficiary has been named and recorded with the Town;
- (c) The estate of the deceased if neither of the foregoing is applicable.

EXIT INTERVIEWS

All employees who ~~terminate~~ **separate** their employment may be asked to participate in an exit interview with Town Manager or their designee. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback from the employee on ways in which our Town can improve our operations and retention of employees.

RETURN OF TOWN OF MEREDITH PROPERTY

~~Town of Meredith property of any type or value may not be used or removed from the Town of~~

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~~Meredith premises without authorization from the Town Manager.~~ All Town tools, equipment, documents, or records made or compiled by the employee or made available to the employee in connection with the business of the Town of Meredith must be delivered to the Town of Meredith promptly upon the ~~termination~~separation of employment or at any other time upon request.

LAYOFF

The Town reserves the right to lay off any employee, without discredit to the employee, if circumstances dictate that such layoff is necessary for the public's best interest. Decision that such a layoff is necessary shall be made by the Town Manager.

Employees shall be laid off within pay-position groups affected based on the most recent annual merit review. If merit, ability and capacity are equal, length of service shall be the determining factor. No employee shall be laid off without at least two weeks' notice.

~~[DELETED]~~

~~[DELETED]~~

An employee, if qualified therefore, shall be offered a lower paid position if a vacancy in such a position exists. Acceptance of such a position shall in no way prejudice the employee's return to ~~his/her~~their former position, should rehiring take place.

**RECEIPT AND ACKNOWLEDGMENT OF TOWN OF MEREDITH
PERSONNEL POLICY MANUAL DATED DECEMBER 3RD, 2018**

~~[DELETED] This Personnel Policy manual dated 12.3.2018 and is an important document intended to help employees become acquainted with the Town of Meredith. This manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.~~

This Personnel Policy manual dated January 1, 2027, is an important document intended to help employees become acquainted with the Town of Meredith. This manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the personnel policy manual.

- A copy of this manual has been made available to me; and is available to view on the Town's website. I understand that it is my obligation to read and understand the policies in this manual as well as future updates to this policy manual.
- I understand that the policies described in the manual are subject to change at the Town of Meredith's sole discretion at any time, and that this manual does not create a contract express or implied with the Town for any purpose.
- I understand that my employment with the Town is at-will meaning that either I or the Town can end my employment with it at any time, with or without notice or cause.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town of Meredith premises or with non-Town of Meredith employees, except as required by law.
- I understand that my signature below indicates that I have read and understand the above statements and have reviewed the personnel policy manual and that it is my responsibility to familiarize myself with the provisions of the manual and to adhere to these provisions.

Employee's Name (please print)

Date: _____

Employee's Signature



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Meredith Management Team

Subject: Comprehensive Fees Review

Suggested Motion:

No Motion – Workshop Only

Background/Discussion:

In 2025, the Town's management team conducted a thorough and collaborative review of the fee structures across departments. Many of Meredith's existing fees have not been updated in over a decade—and some in nearly twenty years. These updated fees were adopted by the board on September 22, 2025 after a public hearing and effective for January 1, 2026. Managements recommendation at the time was to review fees annually as part of the budget process rather than wait several years between reviews.

This is the first annual review of the fee schedule for Meredith. Since adoption of the fee schedule in 2025, the board has approved changes to the cemetery fees in the April 27, 2026 selectboard meeting, adopted a commercial marine operator boat launch fee at their selectboard meeting of June 22, 2026 and amended Short term rental regulation fees in the August 10, 2026 selectboard meeting. These fees are reflected in the attached schedules.

This master list is intended to be all-inclusive and will be made available on the Town's website for easy reference by residents, taxpayers, and other users. As part of the review process, department heads researched fees from surrounding and comparable communities to inform their recommendations. The management team then reviewed and discussed all submissions to ensure consistency and alignment with Town goals.

Water & Sewer recommended fees are as reflected in the 2025 grant funded rate studies. Fees adopted by the board at their November 24, 2025 selectboard meeting.

Fiscal Impact:

Fees assessed for specific purposes in the general fund offset taxes.

Attachments/Exhibits:

Comprehensive Fees List by Department:

Green highlights reflect recommended new fees

Yellow highlights are recommended changes

Town of Meredith Cemetery
Fee Schedule and Grave Opening Charges

- 1) Meredith Village Cemetery Summer Grave Opening Fees are:
 - A. **\$800** per full burial grave, for a summer weekday non-holiday grave opening or disinterment.
 - B. **\$1,000** per full burial grave, for a summer weekend or summer holiday grave opening or disinterment.
 - C. **\$400** per cremation grave, for summer weekday, non-holiday cremation grave opening/disinterment.
 - D. **\$500** per cremation grave, for any summer weekend or holiday cremation grave opening or disinterment.
- 2) Meredith Village Cemetery Winter Grave Opening Fees are:
 - A. **\$1,500** per full burial grave, for a winter weekday non-holiday grave opening or disinterment.
 - B. **\$1,800** per full burial grave, for a winter weekend or winter holiday grave opening or disinterment.
 - C. **\$750** per cremation grave, for winter weekday, non-holiday cremation grave opening/disinterment.
 - D. **\$1,000** per cremation grave, for any winter weekend or holiday cremation grave opening or disinterment.
- 3) Meredith Village Cemetery Tomb Holding Fees are:
 - A. **\$250** per body stored between December 1st through January 31st
 - B. **\$200** per body stored between February 1st through March 31st
 - C. Tomb holding fees apply only to bodies not being interred in a Meredith cemetery.
 - D. Meredith Village Cemetery interments will take precedence in tomb storage use.
- 4) Cost of Graves in Meredith Village Cemetery:
 - A. Full burial graves (4 ft x 11 ft) are **\$1,000** per grave.
 - B. Cremains only grave (2 ft x 2.5 ft) are **\$300** per cremain only grave (See Town Ordinances for monument restrictions on cremain graves.)
 - C. Columbarium cremains graves are **\$2,000** per grave.
 - D. To ensure the orderly development of the Meredith Village Cemetery, all graves for sale and all lot locations within the Meredith Village Cemetery will be determined by the Town Cemetery Sexton.
- 5) Meredith Village Monument/Marker Installation Fees:
 - A. **\$200** each for any size monument foundation
 - B. **\$75 per set of four** corner posts-installed
 - C. **\$75 each** for Grass Level Marker to be installed
 - D. Government issued veteran's markers to be installed at **no charge**

- 6) Replacement Right to Burial Certificates (also referred to as “Deeds”):
 - A. There will be a **\$50.00** charge for replacement of Right to Burial Certificates (also referred to as “Deeds”).
- 7) Right to Burial Certificates/Deed Research:
 - A. Research will be conducted at the rate of **\$75.00 per hour**.



PLANNING & DEVELOPMENT

FEE SCHEDULE

Building Permits

New Construction (Based on Total Square Footage)

Single Family Dwelling	\$0.25/sf (gross area includes basement)
Multi-Family (Per Unit)	\$100/Unit plus \$0.25/sf
Garage	\$0.15/sf
Commercial	\$250 + \$0.30/sf
Industrial	\$250 + \$0.30/sf
Dock	\$40.00
Septic System	\$50.00
Sign Permit/Temp. Sign	\$25.00
Swimming Pool	\$25.00
Fence	\$25.00

Existing Residential Structures (Based on Total Square Footage of Renovated/Altered Area)

Renovations & Structural Alteration	\$0.15/sf, \$40 min
Accessory Structures	\$0.15/sf, \$40 min
Dock Repairs	\$25.00
Demolition	\$50.00
Septic System Repair	\$25.00

Other

Plumbing	\$50.00
Electrical	\$50.00
Work Done Without Permit	Double Permit Fee
Re-Inspection Fee	\$25 after the 1 st Inspection

Special Use Permit

Events

Single & Multiple days w/ 1 Vendor	\$35.00
2-3 Days w/ 1-5 Vendors	\$100.00
2-3 Days w/ 6 or more Vendors	\$130.00
4 or more Days w/ 1-5 Vendors	\$165.00
4 or more Days w/ 6 or more Vendors	\$330.00

Short Term Rental License

Annual, Owner Not In Residence	\$400.00
Annual, Owner In Residence	\$200.00

Zoning Board of Adjustment Applications

Variance	\$100.00
Special Exception	\$100.00
Equitable Waiver	\$100.00
Abutter Notification	\$10/Abutter Notification
Publication Fee	\$50.00
After the Fact Application	\$200.00

Planning Board Applications

Site Plan Review

Home Occupation	\$100.00
Change of Use (w/no site modification)	\$125.00
All Other Site Plans	\$300 + \$0.03/sf of disturbance
Amendments	\$300 + \$0.03/sf of disturbance
Abutter Notification	\$10/Abutter Notification
Town Publication Fee	\$50.00

Architectural Design Review

Architectural Design	\$100.00
Abutter Notification (if filed w/out Site Plan)	\$10/Abutter Notification
Town Publication Fee (if filed w/out Site Plan)	\$50.00

Subdivision

Major – Over 3 Lots	\$150/lot
Minor – 3 or Less Lots	\$300.00
Boundary Line Adjustment Application	\$200.00
Lot Merger Application	\$75.00
Town Publication Fee	\$50.00
Abutter Notification	\$10/Abutter Notification
Town Recording Fee	\$50.00
Belknap County Registry	Dependent on Document Size (Not Including LCHP)



FIRE DEPARTMENT FEE SCHEDULE

Inspections and Permits

Blasting	\$100.00
Chimney/Fireplace	\$50.00
Chimney/Fireplace – Additional Units	\$10.00
Cisterns/Hydrants	\$150.00 (one time at install)
Commercial Kitchen Hood Exhaust System	\$150.00
Commercial Tent	\$50.00
Fire Alarm	\$50.00
Fuel Storage Tanks	\$50.00
Gas Piping – Commercial	\$0.23/sf; \$50 minimum
Gas Piping – Non-Commercial	\$50.00
Gas Piping – Each Additional Appliance	\$10.00
Generator – LP Gas	\$50.00
Mechanical	\$50.00
Mechanical – Additional Units	\$10.00
Mobile Cooking Unit	\$50.00
Oil Burner	\$50.00
Reinspection Fee	\$25.00
Replacement Units – Burner	\$50.00/Burner
Short Term Rental	\$50.00
Sprinkler System	\$0.23/sf; \$50.00 minimum

Sprinkler System Plan Review

NFPA 13D (Single Family)	\$50.00
NFPA 13 & 13R -Areas 4000 sf or less	\$50.00
NFPA 13 & 13R – Areas Greater than 4000 sf	\$100.00

Other

Fire Detail Rate per Firefighter	\$75 95
Fire Engine, Tower, Rescue	\$150 200/hour
Forestry Truck, Argo Unit, Utility, Snowmobile, Boat, Command, Staff Vehicle	\$75 100/hour
Fire Report	\$25 each



TOWN OF MEREDITH

FEE SCHEDULE

General Fees

Notary Fee	\$5.00
Insufficient Funds Fee	\$25.00
Research Fee	\$75/hour

Copy Fees

8 1/2" x 11"	\$1.00
11" x 17"	\$2.00
Full Size Plans	\$8.00
Electronic Copy	Provide Brand New Thumb Drive in Packaging

Motorcycle Week

Vendor Fee	\$450.00
Late Fee	\$100.00

Assessing

Tax Card Copy	\$1/each
Tax Maps 11 x 17	\$1/map
Canned Owner's List	\$25/list
Lot Restoration Application Fee	\$50.00



PARKS AND RECREATION DEPARTMENT FEE SCHEDULE

After School Program

	Resident	Non-Resident
1 Child	\$40.00	\$55.00
2 Children	\$56.00	\$72.00
3+ Children	\$72.00	\$87.00

Summer Camp (Weekly)

	Resident	Non-Resident
1 Child	\$125.00	\$175.00
2 Children	\$188.00	\$240.00
3+ Children	\$228.00	\$285.00

Half Day Option

1 Child	\$63.00	\$88.00
2 Children	\$94.00	\$120.00
3+ Children	\$114.00	\$144.00

Three Day Option

1 Child	\$80.00	\$110.00
2 Children	\$118.00	\$150.00
3+ Children	\$141.00	\$177.00

Early Drop Off/Late Pick Up (Per Family)

Early Drop Off	\$25.00	\$35.00
Late Pick Up	\$25.00	\$35.00

School Vacation Camps (Weekly)

	Resident	Non-Resident
1 Child	\$125.00	\$175.00
2 Children	\$188.00	\$240.00
3+ Children	\$228.00	\$285.00

Full Day Camp (Daily)

1 Child	\$35.00	\$45.00
2 Children	\$48.00	\$58.00
3+ Children	\$60.00	\$75.00

Half Day Camp (Daily)

1 Child	\$18.00	\$23.00
2 Children	\$24.00	\$29.00
3+ Children	\$36.00	\$39.00

Senior Programs

	Resident	Non-Resident
Yoga	\$25.00	\$30.00
Exercise	\$30.00	\$40.00
Strength And Balance	\$80.00	\$90.00

Youth Programs

	Resident	Non-Resident
Tee Ball	\$35.00	\$45.00
Soccer	\$35.00	\$45.00
Birthday Party	\$150.00	\$200.00
Birthday Party Additional Activity	\$50.00	\$50.00

Pickleball

	Resident	Non-Resident
Open	\$50.00	\$60.00
Intermediate	\$25.00	\$30.00
Advanced	\$50.00	\$60.00

Climbing Wall

	Resident	Non-Resident
Child	\$5.00	\$10.00
Adult	\$10.00	\$15.00
Family	\$20.00	\$25.00

Mother Son Game Night/Daddy Daughter Dance

	Resident	Non-Resident
Couple	\$30.00	\$30.00
Additional Child	\$10.00	\$10.00

Halloween Bash

	Resident	Non-Resident
Child	\$15.00	\$15.00
Family	\$25.00	\$25.00

Craft Fair Per Space

	Resident	Non-Resident
No Electricity	\$60.00	\$60.00
Electricity	\$70.00	\$70.00

Rental fees (Hourly)

Activity Center

State/Federal Agency	\$50.00
Meredith Resident	\$40.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$50.00
Non Resident	\$80.00
Non-Resident Non-Profit	\$50.00
Non-Resident For-Profit	\$80.00

Kitchen

State/Federal Agency	\$40.00
Meredith Resident	\$30.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$40.00
Non Resident	\$60.00
Non-Resident Non-Profit	\$40.00
Non-Resident For-Profit	\$60.00

Meeting Room A, B, C (Per room)

State/Federal Agency	\$40.00
Meredith Resident	\$30.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$40.00
Non Resident	\$60.00
Non-Resident Non-Profit	\$40.00
Non-Resident For-Profit	\$60.00

Two Meeting Rooms

State/Federal Agency	\$55.00
Meredith Resident	\$40.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$55.00
Non Resident	\$80.00
Non-Resident Non-Profit	\$55.00
Non-Resident For-Profit	\$80.00

Three Meeting Rooms

State/Federal Agency	\$65.00
Meredith Resident	\$50.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$65.00
Non Resident	\$100.00
Non-Resident Non-Profit	\$65.00
Non-Resident For-Profit	\$100.00

Arts & Crafts Room

State/Federal Agency	\$40.00
Meredith Resident	\$30.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$40.00
Non Resident	\$60.00
Non-Resident Non-Profit	\$40.00
Non-Resident For-Profit	\$60.00

Athletic Field

State/Federal Agency	\$20.00 / \$25 w/lights
Meredith Resident	\$15.00 / \$20 w/lights
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$20.00 / \$25 w/lights
Non Resident	\$25.00 / \$35 w/lights
Non-Resident Non-Profit	\$20.00 / \$25 w/lights
Non-Resident For-Profit	\$25.00 / \$35 w/lights

Skate Park

State/Federal Agency	\$20.00 / \$25 w/lights
Meredith Resident	\$15.00 / \$20 w/lights
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$20.00 / \$25 w/lights
Non Resident	\$25.00 / \$35 w/lights
Non-Resident Non-Profit	\$20.00 / \$25 w/lights
Non-Resident For-Profit	\$25.00 / \$35 w/lights

Leavitt/Waukewan Beaches

State/Federal Agency	\$20.00
Meredith Resident	\$15.00
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$20.00
Non Resident	\$25.00
Non-Resident Non-Profit	\$20.00
Non-Resident For-Profit	\$25.00

Tennis Court/Pickleball

State/Federal Agency	\$20.00 / \$25 w/lights
Meredith Resident	\$15.00 / \$20 w/lights
Meredith Non-Profit	\$0.00
Meredith For-Profit	\$20.00 / \$25 w/lights
Non Resident	\$25.00 / \$35 w/lights
Non-Resident Non-Profit	\$20.00 / \$25 w/lights
Non-Resident For-Profit	\$25.00 / \$35 w/lights

Skating Rink

State/Federal Agency	\$20.00 / \$25 w/lights
Meredith Resident	\$15.00 / \$20 w/lights
Meredith Non-Profit	\$0.00

Meredith For-Profit	\$20.00 / \$25 w/lights
Non Resident	\$25.00 / \$35 w/lights
Non-Resident Non-Profit	\$20.00 / \$25 w/lights
Non-Resident For-Profit	\$25.00 / \$35 w/lights



POLICE DEPARTMENT

FEE SCHEDULE

General

Boat Launch Recreational Day User	\$30/launch
Commercial Marine Operator Boat Launch	\$350 annually
Sex Offender Registrations	Set by State Statute 651-B:11
Pistol Permits	Set by State Statute 159:6(b)

Report Requests

Accident Reports

Non-Fatal	\$10.00
Fatal	\$25.00
Discovery	\$0.00

Offense Report

Non-Discovery	\$10.00
Discovery	\$0.00

Arrest Reports

Non-Discovery	\$10.00
Discovery	\$0.00

Call for Service Report

Non-Discovery	\$1/page
Discovery	\$0.00

Police Detail

Officer, including Admin Fee	\$95/hour
Cruiser	\$10/hour



SOLID WASTE DEPARTMENT

FEE SCHEDULE

General

Facility Use Permits

Facility Use Permit (2yr) – Resident/Taxpayer	\$35.00
Facility Use Permit (2yr) – Second Permit, Same Household	\$35.00
Facility Use Permit (2yr) – Same household, each additional after first 2 if original is presented	\$35.00
Replacement Decal – If original is presented	\$5.00
Replacement Decal – If original is NOT presented	\$35.00
Coupon Book (10) INSTEAD of Second Decal	\$35.00
Coupon Book – Each Additional Book of 10 Coupons	\$35.00
Special One Day Refuse Permit – One Time Use Only	\$5.00 per trip

Leaves & Yard Waste

Resident/Taxpayer	\$5.00/load No Charge
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Commercial Hauler

Pick Up Truck (Considered a Load if Level with Gunnel)	\$25/load
Pick Up w/ Box	\$50/load
All Other Vehicles	\$75/load

Disposal

Regular Household Waste – Resident/Taxpayer	No Charge
Contractors Permit (Valid 7 Consecutive Days Only)	\$50.00
Construction/Demolition Debris	\$0.12/lb = \$240/ton
Fire Extinguishers	\$5
Printers	\$5
Mattresses or Box Springs	\$20.00 Each
Propane Tanks - Up to 20 lbs	\$10.00
Propane Tanks – Over 20 lbs	\$50.00
Fluorescent Bulbs	\$0.25/foot
Monitors/TV Units	\$25.00 Each
Vehicle Tires – 16” or Less with NO RIMS	\$10.00 Each
Vehicle Tires – 16” or Less WITH RIMS	\$20.00 Each
Vehicle Tires – 16.5” or larger with NO RIMS	\$25.00 Each
Vehicle Tires – 16.5” or larger WITH RIMS	\$30.00 Each
All Other Tires (<i>skidder, loader, heavy const</i>) NO RIMS	\$50.00 Each
White Goods (<i>Refrigerator, freezer, AC unit, microwave, etc</i>)	
Doors Removed	\$35.00 Each
White Goods (<i>All other accepted appliances – washer/dryer/stove, etc</i>)	\$25.00 Each

MEREDITH WATER DEPARTMENT
RATE AND FEE SCHEDULE
Effective January 1, 2026 2027

WATER RATES

WATER FIXED QUARTERLY CHARGE – (\$ Per Quarter)

Meter Size	Rate Ratio*	Rate
5/8"	1.00	\$27.56
1"	1.40	\$38.58
1 ½"	1.80	\$49.61
2"	2.90	\$79.92
3"	11.0	\$303.16
4"	14.0	\$385.84
6"	21.0	\$578.76

*Per AWWA Manual M2

WATER CONSUMPTION RATES - \$ Per Hundred Cubic Feet Per Quarter (\$/ccf/q)

Year	Usage Blocks		
	\$/0-10 ccf/q	\$/11-50 ccf/q	\$/>50 ccf/q
2026-2027	5.65-6.12	5.65-6.12	5.65-6.12

IRRIGATION RATES

Fixed Quarterly Charge – (\$ Per Quarter) – Refer to Water Fixed Quarterly Charge

CONSUMPTION RATES – Two Times Water Consumption Rates

Year	Usage Blocks		
	\$/0-10 ccf/q	\$/11-50 ccf/q	\$/>50 ccf/q
2026-2027	11.30 12.24	11.30 12.24	11.30 12.24

SEWER RATES

SEWER FIXED QUARTERLY CHARGE – (\$ Per Quarter)	\$45.88
--	---------

SEWER CONSUMPTION RATES - \$ Per Hundred Cubic Feet Per Quarter (\$/ccf/q)

Metered Accounts	Usage Blocks		
Year	\$/0-10 ccf/q	\$/11-50 ccf/q	\$/>50 ccf/q
2026 2027	6.39 6.96	6.39 6.96	6.39 6.96
Non-Metered Accounts			
Year			
2026 2027	222.14 242.13		

RATES AND FEES:

ACCESS FEE	\$4,000.00
Per Equivalent Unit	
CONNECTION FEES	\$100.00
Per new meter connected, includes inspection	
Digging, Blasting, Fill, & Pavement Costs	Resident/Applicant
Material, Equipment, Any Additional Costs	Resident/Applicant
METER FEES (5/8", 1", 1 1/2", 2", 3" Meter)	Cost plus 25%

MISCELLANEOUS FEES:

Scheduled Call-Outs during working hours	\$50.00/hr.
Unscheduled Call-Outs, 2 hour minimum	\$75.00/hr.
Inspections	\$50.00/hr
Backflow Device Testing	\$75.00 each
Meter Bases (freeze plates), first occurrence per account	N/C
Subsequent occurrences	Material \$25 plus call-out cost
Meter Testing, first unit per account	N/C
Subsequent units	\$50.00 (unless unit is defective, then N/C)



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Judie Milner, Town Manager

Subject: Breezeline Franchise Agreement Renewal

Suggested Motion:

N/A – Workshop Only

Background/Discussion:

General Background

The Town of Meredith currently has a Cable Television Franchise Agreement with Breezeline, formerly Atlantic Broadband, authorizing the company to operate its cable television system within the Town. A cable television franchise is the legal authorization granted by a municipality to a cable operator to construct and operate a cable system within the municipality, including the use of public rights-of-way for the installation and maintenance of cable facilities.

New Hampshire municipalities have specific statutory authority and responsibilities relating to cable television franchises under RSA Chapter 53-C, Franchising and Regulation of Cable Television Systems by Cities and Towns. RSA 53-C:1 defines a “franchise” as an initial or renewed authorization issued by a franchising authority to construct or operate a cable system. RSA 53-C:2 provides that a cable operator may not construct, commence construction, or operate a cable television system within a municipality without first obtaining a written franchise from the municipality's franchising authority. RSA 53-C:3 expressly authorizes municipalities to grant, renew, amend, or rescind for cause franchises for the installation and operation of cable television systems within their respective jurisdictions.

The Town's authority is also subject to the federal Cable Communications Policy Act of 1984, codified principally at 47 U.S.C. Chapter 5, Subchapter V-A. Federal law recognizes

the authority of a local franchising authority to award cable franchises and provides that a franchise authorizes the construction of a cable system over public rights-of-way within the franchise area. Federal law also establishes limitations on municipal franchising authority, including the prohibition against exclusive franchises and requirements concerning competitive entry.

In addition to establishing the legal framework for the franchise, RSA 53-C:3-a requires a municipality, prior to granting a franchise, to conduct a duly noticed public hearing and consider specified matters, including the applicant's financial ability to perform, the adequacy and technical soundness of its facilities and equipment, channel capacity and facilities for public, educational and governmental use, service quality, compliance with applicable laws and regulations, customer service capabilities, and policies concerning line extensions, disconnects, deposits, and billing.

RSA 53-C:4 further provides that, in conjunction with the rights granted through a cable franchise, a franchising authority may require reasonable fees payable to the municipality and may impose conditions that are not inconsistent with applicable Federal Communications Commission rules and regulations.

Accordingly, the franchise agreement is the legal mechanism through which the Town establishes the terms and conditions under which Breezeline may continue to operate its cable television system within Meredith. The renewal process provides the Town with an opportunity to evaluate the company's past compliance and service, consider the current and future cable-related needs of the community, and establish the terms and conditions that will govern the franchise during the renewal term, subject to the limitations imposed by Federal and State law.

It is important to note, however, the franchise is not what gives Breezeline the right to provide internet or telecommunications services generally. Federal law specifically distinguishes cable service from telecommunications services and limits a franchising authority's ability to condition a cable franchise on the provision of telecommunications services.

Meredith Specific Background

Meredith's current franchise agreement was a 10-year agreement (with Atlantic Broadband, now Breezeline) which expired on 12/31/23. We have been operating on the expired agreement while negotiations have been occurring. Meredith began the franchise renewal process in 2021 by opening the ascertainment period in which the public could

comment on the cable system. The negotiation process has occurred over a few town manager turnovers which resulted in some lag in the process. The largest hurdle of requiring Breezeline to provide a Lakes Regions customer service office was resolved by Breezeline recently. The regional customer service office is now in Laconia (vs. Rochester) satisfying the community's need for a Lakes Region office.

The renewal has been reviewed by Dan Jimenez of the Town's legal firm, Upton & Hatfield. Minor adjustments recommended by Atty Jimenez were accepted by Breezeline.

Per statute, Meredith must hold a public hearing prior to the approval of the contract. I am recommending placing the draft agreement online once the public hearing is set by the board. Public Hearing is recommended for October 26th Selectboard meeting so there is at least 30 days notice. Atty Jimenez and Fran Bradley (Breezeline representative) will be in attendance to answer questions and guide us through the hearing.

Fiscal Impact:

The franchise agreement includes an annual payment to the town of 3% of gross annual revenues. This is the same % as the previous contract. The last 3 years of receipts have been as follows:

2023	\$82,488
2024	\$76,138
2025	\$73,134

Concurrences:

Alternatives:

Attachments/Exhibits:

Draft Agreement



CABLE TELEVISION FRANCHISE AGREEMENT

Between

TOWN OF MEREDITH, NEW HAMPSHIRE
(NH0073)

and

COGECO US (NH-ME), LLC
d/b/a BREEZELINE

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TOWN OF MEREDITH, NH FRANCHISE

INTRODUCTION

WHEREAS, the Franchising Authority of the Town of Meredith, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the Town of Meredith; and

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town of Meredith.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals, PEG Access Programming channels and other signals or services required by the FCC or the Cable Act.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Meredith, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any Public Way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to

the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(g) Effective Date – means the date when the agreement is fully executed by both parties.

(h) FCC – means the Federal Communications Commission or any successor governmental entity.

(i) Franchising Authority – means the Town Council of the Town of Meredith, New Hampshire, or the lawful designee thereof.

(j) Franchise – means this Agreement and any amendments or modifications in accordance with the terms herein.

(k) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(l) Franchisee – means Cogeco US (NH-ME), LLC, d/b/a Breezeline or any successor or transferee in accordance with the terms and conditions in this Franchise.

(m) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Meredith to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic & expanded basic Cable Service, premium and pay-per-view fees, installation

fees, equipment rental fees, late fees, net bad debt, music, franchise fees, other subscriber revenue, wire maintenance, and net advertising (less agency fees) on a pro rata basis and home shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits, actual bad debt, leased access fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(n) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(o) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(p) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the Town of Meredith, the Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) “Governmental”: Non-commercial programming produced by Franchising Authority departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) “Public”: non-commercial programming produced by the residents of the Franchising Authority, or produced by an access corporation or non-profit corporation operating within the Franchising Authority, and other non-commercial programming not ordinarily offered by operators of cable systems.

(q) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(r) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or administrative purposes, and shall not include buildings owned by Franchising Authority or a school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(s) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchising Authority, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchising Authority for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(t) Signal – mean any transmission which carries Programming from one location to another.

(u) Standard Installation – means the standard two hundred twenty-five feet (225) aerial Drop connection to the existing distribution system.

(v) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(w) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

- (x) Town – means the Franchising Authority, New Hampshire.
- (y) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Breezeline, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Franchising Authority. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on the effective date. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Way; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Way. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television

System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the Town under RSA 72:23, I(b), Franchisee using or occupying property of the state or of a Town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.8 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced

in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit in the Town in accordance with Section 3.1 (b) and (c) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and Multiple Dwelling Unit ("MDU") access agreements and will comply with applicable State laws and regulations.

(b) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the Town containing twenty (20) dwelling units or more per aerial mile or forty (40) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable Signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is within two hundred twenty-five (225') feet of the Public Way.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than two hundred twenty-five feet (225') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than two hundred twenty-five (225') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to

the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than two hundred twenty-five (225') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(d) The Cable Television System shall be further extended to all remaining areas in the Town that do not meet the requirements of Section 3.1(b) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the Town;

* P equals the twenty (20) dwelling units per aerial or forty (40) dwelling units per underground mile of aerial plant; and

* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(e) Any dwelling unit owner located in an area of the Town without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (b) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) dwelling units per aerial or forty (40) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 3.1 (c) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all

requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(f) Notwithstanding the provisions of Section 3.1(b) and (d), the Franchisee shall promptly extend Cable Service to any areas under the jurisdiction of the Franchising Authority upon written request of the Franchising Authority, provided that (a) such extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System; and (b) the Franchise Authority agrees to pay in advance for the total cost of such line extensions, (including cost of material, labor, permits, and easements). Upon completion of the project, the Franchise Authority shall be provided with a full accounting of actual costs incurred by the Franchisee for the purpose of adjusting the final invoice as may be necessary.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 860MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.1601, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System ("EAS") regulations.

SECTION 3.5 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS

(a) As outlined in 9.1 (b), the Franchisee shall, within six (6) months of a written request, provide and maintain one (1) Standard aerial Installation Drop, Outlet and Digital Starter Service at no charge to the Town, to each Public Building located along the existing cable route, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions or requirements. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each Outlet prior to requesting that Franchisee install the free service.

(b) Nothing in this Section shall require Franchisee to install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**.

(c) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and Public Way of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Way, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Way, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Way, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

- (a) Franchisee shall adhere to the applicable performance standard set by the FCC.
- (b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

- (c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

- (a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's Signal quality.
- (b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if

it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the Public Ways.

(c) In any area of the Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(e) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the Town.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.6 - PLANT MAPS

Upon thirty (30) days' written request, Franchisee shall permit the Town to view a complete set of Franchisee service area strand maps of the Town on which shall be shown those areas in which facilities exist and the location of streets. The strand maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Such viewing by Town officials shall be at a mutually agreed time and location. Should the Town wish to obtain such strand maps of the Town for its exclusive use, Franchisee shall provide such maps within thirty (30) days of a written request, but no more than once annually and only after the Town and Franchisee have executed a non-disclosure agreement as such maps are confidential and proprietary pursuant to this Agreement.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Ways, or remove from any street or any other Public Way and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or

establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with Franchisee. Rates for use of commercial access

channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL

SECTION 6.1 - PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

SECTION 6.2 - PEG ACCESS CHANNELS

(a) Franchisee shall continue to make available to the Franchising Authority and/or its designee(s) three (3) Downstream Channel for PEG Access use, as follows:

(b) The Franchisee shall provide the three (3) activated Downstream Channel for PEG Access use, one for the school channel in standard definition ("SD") format, one for public access in standard definition and the other for the Town in high definition ("HD") format, in the Franchisee's Basic Service. The Franchising Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in HD or SD format, as the case may be, to the demarcation point at the designated point of origination for the PEG Access Channel(s). The Franchisee shall distribute the PEG Access Channel Signals on its Cable System in HD or SD format, as the case may be, without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed captioned signals received at the Headend. Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(c) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel, once established, without the advance, written notice to the Franchising

Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel relocation.

(d) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the video transmission equipment that will be permanently located at each origination location listed below, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmission equipment for the purpose of testing, maintaining, and/or adjusting output levels of the video transmission equipment; the Franchisee shall test and adjust the levels of such output as reasonably necessary to ensure good picture quality. The Franchisee may request that the Franchising Authority and/or its designee(s) first test and determine if end-user equipment is the source of any Signal problems.

SECTION 6.3 – [THIS SECTION INTENTIONALLY LEFT BLANK]

SECTION 6.4 - EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town shall own and maintain all PEG Access equipment purchased with funding pursuant to this Franchise.

SECTION 6.5 - PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming.

SECTION 6.6 - CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

SECTION 6.7 - PEG ACCESSCABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified in **Exhibit D** to the headend or hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the Town and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time. Unless otherwise approved by the Town, or for any reason of Force Majeure, per Section 10.2 below, the Franchisee will open and maintain a customer service office in one of the Lakes Region communities within six (6) months of the Effective Date, per RSA 53-C:3-a, VII, and RSA 53-C:3-c, II.

SECTION 7.2 - CONSUMER COMPLAINT

Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints.

SECTION 7.3 - SERVICE INTERRUPTIONS

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will upon request grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.5 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee and bearing a picture of such employee or contractor. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles performing work in on the cable system in the Town shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the Town shall reasonably inform the Town’s Police Department of the general work location within the Town and provide relevant vehicle identification prior to commencing such work.

SECTION 7.7 - TERMINATION OF SERVICE

(a) In the event a Subscriber's Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating, Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.

ARTICLE 8

PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1-FRANCHISE FEE PAYMENTS

(a) In accordance with Section 622 (b) of the Cable Act (47 U.S.C. § 542(b)), the Franchisee shall pay to the Franchising Authority annually, throughout the term of this Franchise, a Franchise Fee equal to three percent (3%) of Franchisee's Gross Annual Revenues.

(b) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues. That said five percent (5%) cap shall include (i) non-exempt PEG contributions whether in-kind or cash payments; and (ii) the marginal cost to Franchisee to provide the in-kind cable drops and services as enumerated within **Exhibit A**.

(c) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based.

(d) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars (\$1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the Town shall remit back to the Franchisee such overpaid amounts in a timely manner.

(e) Franchisee's payments to the Town shall be made annually on or before April 1st. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

SECTION 9.2 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.3 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon written request.

SECTION 9.4 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 9.8 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the Town; and
- (v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 9.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the Franchising Authority, after notice and opportunity to cure pursuant to Section 9.8 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Franchising Authority, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;
- (d) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;
- (f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date. The Town shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:
 - (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
 - (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

(a) In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

(i) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(ii) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(b) The Franchising Authority shall issue a written reply within thirty (30) days of receiving Franchisee's response, pursuant to (a) above, either accepting or rejecting Franchisee's response, and/or shall issue a written acknowledgement of Franchisee's cure of the default pursuant to (a) above, within (30) days of receiving written notice of the cure from Franchisee, or, in the alternative, shall notify Franchisee, by certified mail that the default remains and that the Franchising Authority is scheduling a hearing, pursuant to (d) below.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee.

Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within thirty (30) days of accepting or rejecting Franchisee's response pursuant to (a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to (b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to (c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to (d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Cogeco US (NH-ME), LLC, d/b/a/ Breezeline. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense, or, at its option, the Franchising Authority or other property owner may deem any property not removed, after said six (6) month period, as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

SECTION 9.13 - ANNUAL TOWN REVIEW AND REPORT

(a) At the Town's written request the Franchisee will attend an annual meeting with the Franchising Authority or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the Town's written request, Franchisee shall submit a report in the form attached as **Exhibit C**.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil

or military authority; insurrections; riots; pandemics; epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 10.3 - NOTICES

- (a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail or UPS (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee:

Franchising Authority
Attn: Town Manager
41 Main Street
Meredith, NH 03253

- (b) Every notice served upon Franchisee shall be delivered or sent by certified mail or UPS (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority:

Breezeline
SVP & General Counsel
10785 Marks Way
Miramar, Florida 33025

With a copy to

Breezeline
Director of Regional Operations
21 Jarvis Road
Rochester, NH 03868

- (c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such captions shall not affect the meaning or interpretation of the Franchise.

SECTION 10.6 - APPLICABILITY OF FRANCHISE

All of the provisions in this Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

SECTION 10.7 - WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee:

(a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;

(c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

(Signature page to follow)

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of _____, 2026 by the
Town Council of the Town of Meredith, New Hampshire, as Franchising Authority, and all terms and
conditions are hereby agreed to by Cogeco US (NH-ME), LLC. d/b/a Breezeline

Town of Meredith

By: _____

Print: _____

Title: _____

Date: _____

Cogeco US (NH-ME), LLC

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT A
Cable Service Drops

MEREDITH TOWN HALL ANNEX*	5 HIGHLAND ST
MEREDITH LIBRARY,*	91 MAIN ST
INTERLAKES HIGH SCHOOL,*	1 LAKER LN
INTERLAKES SCHOOL,*	103 MAIN ST # 1
MEREDITH FIRE DEPT,*	286 DANIEL WEBSTER HWY
MEREDITH HIGHWAY DEPT,*	11 JENNESS HILL RD
MEREDITH TOWN HALL,*	41 MAIN ST
MEREDITH WATER-SEWER DPT,*	50 WAUKEWAN ST
L R PLAN COMMISSION,*	103 MAIN ST STE 3
STATE NH SHED 309,*	142 PARADE RD
MEREDITH COMMUNITY CTR,*	1 CIRCLE DR
MEREDITH POLICE DEPT,*	400 DANIEL WEBSTER HWY
MEREDITH HIGHWAY DEPT,*	347 DANIEL WEBSTER HWY
MEREDITH FIRE DEPT,*	101 MEREDITH CENTER RD
MEREDITH PARKS REC BEACH,*	72 WAUKEWAN ST
MEREDITH PUBLIC WORKS,*	379 DANIEL WEBSTER HWY
MEREDITH SOLID WASTE,*	17 JENNESS HILL RD

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

EXHIBIT C
SYSTEM REPORT

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: \$_____

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 225 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

EXHIBIT D
ORINATION LOCATIONS

Community Center
1 Circle Drive

SAU
103 Main Street



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14th, 2026

From: Jonathan Trull

Subject: Septic System Maintenance Regulation for Lake Waukewan Update

Recommendation:

At this time, I recommend that no changes be made to the Town's current septic system maintenance regulations. I believe the existing regulations should continue to be enforced until all properties are brought into compliance.

Background/Discussion:

The Town requires septic systems on properties located along bodies of water to be regularly maintained, with particular attention given to properties in the Lake Waukewan Watershed District.

This requirement is outlined in our "Regulations Pertaining to Certain Subsurface Wastewater Disposal Systems in the Lake Waukewan Watershed." Specifically, the requirement for property owners who have no valid subsurface system design approval on file with the NHDES, owners shall certify that their system is not in failure every five years to the Health Officer.

Enforcement of this regulation has been limited over the past several years. A review of Town records identified nine properties that were not in compliance.

Since enforcement efforts resumed this summer, four of the nine properties have come into compliance. The remaining five properties have received second violation letters, and staff will continue working with those property owners to bring them into compliance.

Before considering changes to the existing regulations, I believe it makes sense to first fully enforce the requirements that are already in place. Once compliance has been achieved, the Town will be in a better position to determine whether any changes are necessary.

Fiscal Impact: N/A

Concurrences:

This is being brought to the attention of the board as it was included on Page 8 of the October 2025 Goal Setting Summary, to be addressed by September 2026. Section 3: Economic Development and Planning, Strategic Objective 2.

Alternatives: N/A

Attachments/Exhibits:

Regulations Pertaining to Certain Subsurface Wastewater Disposal Systems in the Lake Waukegan Watershed

TOWN OF MEREDITH, NEW HAMPSHIRE

**REGULATIONS PERTAINING TO CERTAIN SUBSURFACE WASTEWATER
DISPOSAL SYSTEMS IN THE LAKE WAUKEWAN WATERSHED**

Section 1. Authority

New Hampshire Statutes- Title X Public Health

- RSA 128:5 Town Health Officers- Duties
- RSA 147:1 Nuisances; Toilets; Drains: Expectoration; Rubbish and Waste- Local Regulations
- RSA 147:8 Nuisances; Toilets; Drains: Expectoration; Rubbish and Waste- Toilets; Drains
- RSA 147:10 Nuisances; Toilets; Drains: Expectoration; Rubbish and Waste- Nuisances; When: Regulations

Section 2. General Purpose and Intent

1. Protect the quality of the surface water in Lake Waukewan which is the drinking water supply for the Town of Meredith; and
2. Protect the quality of groundwater which is the drinking water supply for private wells; and
3. Protect public health through the prevention of human contact with sewage and related pathogens; and
4. Prevent nuisances relating to public health; and
5. Provide a proactive approach towards septic systems posing higher risk and significance of failure; and
6. Ensure the safety and adequacy of sanitary disposal systems.

Section 3. Applicability

These regulations apply to sewage disposal systems or other means of on-site sewage or gray water disposal, including but not limited to discharges from dishwashers and laundry washing machines, located wholly or in part within 250' of the shoreline of Lake Waukewan within the Town of Meredith.

Section 4. Installation of Replacement Septic System Requirements

Installation of replacement septic systems shall be required as follows:

1. In instances where there is a valid subsurface system design approval on file with the NH Department of Environmental Services and when a Building Permit Application includes a proposal to increase the number of bedrooms (either by adding bedrooms or converting rooms to additional bedrooms) that exceeds the number of bedrooms included in the NHDES subsurface system approval:
 - (A) the Building Permit Application shall include a valid NHDES Construction Approval for the additional number of bedrooms (loading); AND
 - (B) a valid NHDES Operational Approval for the additional number of bedrooms (loading) shall be required prior to the issuance of the associated Occupancy Permit.
2. In instances where there is no valid subsurface system design approval on file with the NH Department of Environmental Services and when a Building Permit Application includes a proposed expansion of the building that would either horizontally or vertically create or increase the area of living space,
 - (A) the Building Permit Application shall include a valid NHDES Construction Approval; AND
 - (B) a valid NHDES Operational Approval shall be required prior to the issuance of the associated Use and Occupancy Permit.
3. In instances where there is no valid subsurface system design approval on file with the NH Department of Environmental Services and when a Building Permit Application includes a proposed expansion of a building or new structure that would increase the area of lot coverage (e.g. new garage),
 - (A) the Building Permit Application shall include a valid NHDES Construction Approval.

Section 5. Septic System Evaluation and Certification Requirements

In instances where there is no valid subsurface system design approval on file with the NH Department of Environmental Services, owners shall certify to the Health Officer that the existing septic system or other means of on-site disposal is not in failure as defined by NHDES in RSA 485-A: 2 IV.

The basis of the certification shall be a current, complete, written evaluation of the on-site disposal system or systems performed by a NH certified or licensed septic system evaluator. The written evaluation shall be on forms provided by the Town of Meredith found in Appendix 1 or a form by the certifying entity.

Upon adoption of these regulations, the Town of Meredith shall notify owners of property subject to Section 5.

Within 24 months of said notification, the current property owner shall submit the required evaluation and certification to the Health Officer, 41 Main Street, Meredith, New Hampshire 03253.

Subsequent to the initial certification, re-certifications to the Health Officer by the current owner shall be submitted every 5 years on or before the anniversary date of the initial certification.

The re-certification requirement ends upon the installation of a NHDES approved septic system with operational approval.

Section 6. Administration, Enforcement and Appeal

These regulations shall be administered and enforced by the Meredith Health Officer.

Any appeals relating to the administration of this regulation shall be made to the Board of Selectmen.

Section 7. Violation and Penalty

Any property owner found to be violating any provision of these regulations shall be served by the Health Officer with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof.

Violations of these regulations may result in an assessment of civil penalties according to RSA 676:17 and the town may petition the Superior court for an injunction and an award of attorney fees.

Section 8. Definitions

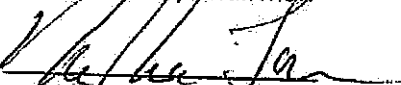
For purposes of the administration of these regulations, the following definitions shall apply:

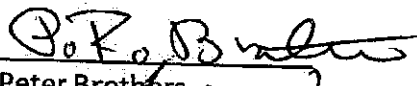
1. **Health Officer-** shall mean the individual subject to the provisions of RSA 128:1-7.
2. **Failure-** as defined in RSA 485-A: 2 IV means the condition produced when a subsurface sewerage or waste disposal system does not properly contain or treat sewage or causes the discharge of sewage on the ground surface or directly into surface waters, or the effluent disposal area is located in the seasonal high groundwater table.
3. **Living Space-** enclosed space capable of being occupied including but not limited to kitchens, bathrooms, dens, bedrooms, living rooms, dining rooms, sun rooms, covered decks and covered porches with roofs. Living space does not include attics used for storage, crawl spaces and open decks and open porches without roofs.
4. **Permitted designer-** means an individual who holds a current authorization under RSA 483-A: 35, I, to design individual sewage disposal systems.

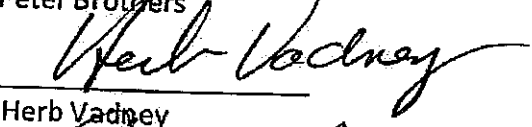
Section 9. Certification of Approvals

The forgoing regulations were approved by William Edney, Health Officer and the Meredith Board of Selectmen on December 3, 2012.


Miller Lovett, Chairman


Nathan Torr, Vice Chairman


Peter Brothers


Herb Vadney

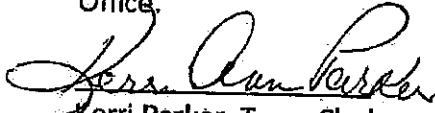

Carla Horne

 H.O.
William Edney, Health Officer

Section 10. Certification of Recording, Publication and Posting

The forgoing regulations were recorded with the Town Clerk on 1/4/2013.

The forgoing regulations were posted in the following two (2) public places: Town Hall and Post Office.


Kerri Parker, Town Clerk



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Robert Carpenter

Subject: Water Treatment Plant Filter Upgrades – Drinking Water State Revolving Loan Fund

Suggested Motion:

Selectboard Member moves, *"I move the Meredith Selectboard authorizes the Town Manager, Judie Milner, to sign any necessary documents pertaining to the Drinking Water State Revolving Fund for the Water Treatment Plant Filter Upgrades Project as approved at the 2026 Town Meeting."*

Selectboard Chair calls for a second, discussion and vote.

Recommendation:

Steve as the Chairman needs to sign the authority to borrow these funds in the amount of \$900,000.

Background/Discussion:

This project was approved at the 2026 Town Meeting, Warrant Article 09. This project identifies that the four filters at the Water Treatment Plant are at the end of their useful life and need major rehabilitation. Filter breakthroughs are beginning to be noticed which will lead to reduced water quality and shorter filter run times.

This process will involve the removal and replacement of the existing filter media, as well as sandblasting the steel back to an SP-10 finish, then recoating it with a potable water epoxy coating.

The upgrades are recommended and supported by the just completed [Water Asset Management](#) Study.

Fiscal Impact:

It is anticipated that there will be a 30% principal forgiveness of up to \$270,000. This project was programmed into the fee increase as part of the Water System Asset Management and Strategic Planning projects recently completed.

Concurrences:

Alternatives:

Attachments/Exhibits:

NH DES DWSRF Funding Availability Letter

NH DES DWSRF - Authority to Borrow Funds



DRINKING WATER INFRASTRUCTURE PROJECT AUTHORITY TO BORROW AND SIGNATURE

Authority for Publicly Owned Entities
Drinking Water State Revolving Fund (DWSRF)
Drinking Water and Groundwater Trust Fund (DWGTF)
PFAS Remediation Grant and Loan Fund (PFAS-RLF)



Env-Dw 1100; Env-Dw 1300; Env-Dw 1400

The warrant article/resolution must indicate the authority to raise, appropriate and spend the requested funds and must include the full loan amount(s).

Part 1: AUTHORITY TO BORROW FUNDS

WHEREAS, Town of Meredith ("Applicant"), has voted at a meeting duly called and held at InterLakes Middle-High School on March 11, 2026 (the "Meeting") it was VOTED:

1. That the construction of certain works, generally described as: Water Plant Treatment Filter Upgrades ("Project") is desirable and in the public interest.
2. That the Applicant has after examining and duly considering the provisions of RSA 486:14; RSA 485-H or RSA 485-F and the New Hampshire Code of Administrative Rules Env-Dw 1100; Env-Dw 1300; or Env-Dw 1400, which relate to loans from the State of New Hampshire, determined the Project is desirable and in the public interest.
3. That the Applicant has determined it is desirable and in the public interest to apply for a loan from the **Drinking Water State Revolving Fund (DWSRF)** in the amount of \$900,000.
4. That the Applicant has determined it has the authority to raise, appropriate, and spend the amount of funds to be requested for the Project.
5. That a certified copy of this resolution will be included as part of the application to be submitted for a loan.
6. That the Applicant agrees to repay the loan as stipulated and agreed to in the loan agreement once executed.
7. That the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

I swear under pains and penalty of perjury, that I am duly authorized as Chairperson of the Select Board to certify actions of the Town of Meredith and do certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST: _____

Date:

Type Name: Steven Aiken

Title: Chairperson of the Select Board

Part 2: CERTIFYING AUTHORIZATION TO SIGN

At a meeting of the Town of Meredith Select Board ("Applicant") duly called and held at Meredith Community Center on DATE at which a quorum was present and acting, it was VOTED:

1. That the following person(s) are authorized to sign the final application for a loan agreement from the **Drinking Water State Revolving Fund (DWSRF)** (the "Loan Fund"):

Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title

2. That the following person(s) are authorized to sign the loan agreement for funds from the Loan Fund, which will bind the Applicant to the terms and conditions of the loan:

Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title

3. That the following person(s) are authorized to sign loan disbursement requests for funds from the Loan Fund:

Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title
Click here to add name of person	Click here to add person's job title

I swear under pains and penalty of perjury, that I am duly authorized as INSERT TITLE to certify actions of the INSERT APPLICANT'S NAME and do certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST: _____

Date:

Type Name: Steven Aiken

Title: Chairperson of the Select Board



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

Selectboard Meeting
September 14, 2026



August 19, 2026

Jason Bordeau
Meredith Water and Sewer Department
50 Waukegan St
Meredith, NH 03253
Via email: jbordeau@meredithnh.gov

Subject: Drinking Water State Revolving Loan Fund (DWSRF) Pre-Application
FY 2026 Project Priority List
Meredith Water and Sewer Department; PWS# 1521010

Dear Jason Bordeau,

The purpose of this letter is to inform you that the [FY 2026 DWSRF Project Priority Lists](#) have been finalized and that \$900,000 in financial assistance is available for the following project.

Project Description	Funding Source	Available Funding Amount
Filter Rehabilitation	DWSRF Loan	\$900,000
Project	Estimated Principal Forgiveness ¹	30% Forgiveness

If you plan to move ahead with your project, the next step is to obtain the authority to borrow the funds and **submit a [final application](#) on or before May 3, 2027**. The required documents are listed on the [Final Application Checklist](#). Once the final application has been submitted, the funding agreement must be approved by the Governor and Executive Council.

We ask that you keep NHDES informed of progress made toward seeking the authority to borrow. We recommend that any resolution, warrant article, or community vote authorizes borrowing the full project amount. **Please submit a copy of the draft resolution, warrant or meeting minutes to NHDES for review prior to finalizing for the vote of authorization.** NHDES will also be in touch to schedule a meeting to review the DWSRF process and project scope.

Should your project not move forward, please contact us as soon as possible. If you have any questions, please contact me at [\(603\) 271-4170](tel:6032714170) or by email at Melissa.E.Lang@des.nh.gov.

Sincerely,

Melissa Lang
DWSRF Funding Manager
Drinking Water and Groundwater Bureau

¹ Principal forgiveness amounts for DWSRF loan funds will be confirmed after the final application is submitted.



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

Subject: Space Needs Advisory Committee

Background/Discussion:

The board has expressed interest in a committee for the space needs project and considerations at their meeting on August 10th and confirmed on August 24th. The recommended best practice is to adopt an establishment and charge. In order to assist the board, the following template is at your disposal:

Committee Name:

Meredith _____ Advisory Committee

Purpose:

The purpose of the Committee is to...

Duties:

The Committee shall...

Membership:

Seven members appointed by the Select Board.

Terms:

Members shall serve three-year staggered terms, unless otherwise specified.

Officers:

The Committee shall elect a Chair and Vice Chair annually.

Staff Support:

The Town Manager or designee shall serve as staff liaison.

Reporting:

The Committee shall report its recommendations to the Select Board.

Authority:

The Committee is advisory only and has no independent authority to obligate Town funds, enter into contracts, direct Town employees, or take action on behalf of the Town unless specifically authorized by the Select Board.

Meetings:

The Committee shall comply with applicable requirements of RSA 91-A and other applicable law.

Sunset:

The Committee shall terminate on _____ unless extended by the Select Board.

Next, you may wish to advertise the open seats, if any, that are external to the staff of Meredith and then vote on the new committee and members at your 9/28 meeting.



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

From: Judie Milner, Town Manager

Subject: Town Manager Report

Shout Outs:

Community Garden Club of Meredith – 9/17 will be their 75th anniversary – thank you!!!!

Spencer Morin, DPW – received the Culvert Maintainer Certification

Officer Ort – completed field training & is on his own

Lt Josh LaTulippe – completed an 8 hour Retention & Recruitment Workshop at the NEAFC conference

Capt Currier & Lt. Suiter - Both completed ODP Chief Officer II (6 Sessions) including:

Personnel Development & Mentorship

Health & Wellness Programs

Public Relations & Community Engagement

Emergency Medical Services Integrations

Fire Investigations & Prevention

Hazmat Response & Planning

Fire & Police Depts -

Our 2 newest officers, Olivia Petito and Tyler Stokowski, are mid way through the academy and doing well.

Emergency Operations Plan - Chief Harper will have the updated 2026 Emergency Operations Plan for your required annual signatures at the next meeting. Chief has also posted the operational portions of the plan and Hazard Mitigation Plan on the town website.

Train Whistle Follow Up –

Pedestrian Crosswalk at Pleasant Street -

Town of Meredith Selectboard Agenda Report

Selectboard Meeting
September 14, 2026

Private & Class VI Road Policy – Tim Sullivan available for nonpublic at your 9/28 selectboard meeting.

Old Home Day – September 19th 10-3 on your Main Street

Fraudulent Emails -

CIP Committee -

HB340 –

Budget Meetings -

Upcoming Events on Town Property:

DPW FACILITY USE PERMITS APPROVED					UPDATED 9/9/2026	
NAME OF APPLICANT	PROPERTY	Event Date	TIME	EVENT	APPROVED	Denied
COMPLETED EVENTS - APPROVED PERMITS FOR 2026						
Meredith Rotary Club	Solid Waste Facility	January 10th	8am to 3pm	Styrofoam collection	x	
ILHS Future Business Leaders	Solid Waste Facility	January 18th	8am to 3pm	Fundraiser	x	
Meredith Fishing Derby	Hesky Park	Feb 6, 7, 8	4 pm Fri to 5 pm Sunday	Annual Ice Fishing Derby	*	
Meredith Rotary Club	Solid Waste Facility	March 28	8am to 3pm	Styrofoam collection	x	
Rick De Mark	Hesky Park	March 28, 2026	1pm to 4pm	No Kings Political Protest	YES	
Calvary Bible Church	Hesky Park	4/5/2026	6:25 to 5:45 AM	Sunrise Easter Service	YES	
ILHS Prom March	Hesky Park/Bridge	5/9/2026	2pm to 6pm	Prom Couples march over bridge	YES	
ILHS Outing Club	Solid Waste Facility	5/9/2026	8am to 2pm	Bump Day	YES	
ILHS Softball League	Solid Waste Facility	5/24/2026	10am to 2pm	Fundraiser	YES	
NE POW/MIA	Hesky Park/Bandstand	6/18/2026	3pm to 9pm	38th Annual Freedom Ride/Vigil	YES	
ILHS Sophomore Class	Solid Waste Facility	6/20/26	8am to Noon	Fundraiser	YES	
LR Dance	Solid Waste Facility	June 27 & 28	8am to 3pm	Fundraiser	YES	
Meredith Parks and Rec	Hesky Bandstand	7/4/2026	7-9pm	music/live performances	YES	
Meredith Lions Club	Hesky Park	7/4/2026	7am to 6pm	July 4th Rubber Duck Race	YES	
American Legion	Hesky Picnic Pavilion	7/4/2026	10am to 6pm	July 4th cookout	YES	
LR Dance	Solid Waste Facility	July 25 & 26	8am to 3pm	Fundraiser	YES	
Meredith Parks and Rec	Hesky Bandstand	8/15/2026	1-4pm	music/live performances	YES	
Rise/Heart & Hands	Main St/Community Park	8/15/2026	10 am to 6pm	Ballo Bazaar-vendors/booths	YES	
Make a Wish Foundation	Hesky, Bandstand, boat launch	July 16 - 18	8am Thurs to 8pm Saturday	Rafting for Wishes	YES	
LR Dance	Solid Waste Facility	August 22 & 23	8am to 3pm	Fundraiser	YES	
Meredith Chamber of Commerce	Community Park & Main Street	8/22 & 8/23	Sat 5pm-Sun 6pm	LR Fine Arts & Crafts Festival	Yes	
Meredith Parks and Rec	Hesky Bandstand	6/5/26 thru 8/28/26	5-9pm every Fri night	music/live performances	YES	
NAME OF APPLICANT	PROPERTY	Event Date	TIME	EVENT	APPROVED	Denied
APPROVED PERMITS SCHEDULED FOR 2026						
Rick Loader, Guitar Army	Hesky Park	Every Tues night (May-Sept)	5:30 to 8:30 pm every Tues	guitar concert	YES	
Greater Meredith Program	Main Street	6/26 and 9/11	4:30pm to 9pm	Street Dance on Main Street	YES	
Mandy's Angels	Hesky, Scenic, Clough**	09/12/26	7am-5pm	Service dog fundraiser	YES	
Town of Meredith	Main Street	9/19/2026	9am to 11am	Old Home Day Parade	YES	
ILHS Class of 2028	Solid Waste Facility	09/19/26	8am to 11am	Class Fundraiser	YES	
Permits Submitted but Not Yet Approved by all Dept. Heads*						
NAME OF APPLICANT	PROPERTY	Event Date	TIME	EVENT	APPROVED	Denied
ILHS Soccer Team	Solid Waste Facility	9/20/2026	8am to 2pm	Class Fundraiser		

Upcoming Meetings:

Town of Meredith			
Selectboard Meeting Schedule - 2026			
Date	Time	Meeting	Location
7/13/2026	4:30pm	Selectboard Regular Meeting	Community Center
7/27/2026	4:30pm	Selectboard Regular Meeting	Community Center
8/10/2026	4:30pm	Selectboard Regular Meeting	Community Center
8/24/2026	4:30pm	Selectboard Regular Meeting	Community Center
9/14/2026	4:30pm	Selectboard Regular Meeting	Community Center
9/19/2026	10am	Old Home Day	Main Street
9/28/2026	4:30pm	Selectboard Regular Meeting	Community Center
10/19/2026	4:30pm	Selectboard Forum on Form of Govt	Community Center

Projects In Motion – Stay Tuned for Future Update

Waukewan Dam & Canal project
 Route 3/25 assessment(underground)
 Prescott Park Renovation
 Space Needs Project
 WRBP legislation
 PFAS Settlements
 Coalition 2.0
 Flood Maps
 DPW Bldg/Hutter
 Route 25 Pedestrian Crossing
 Fire Department Study
 2026 Parking PILOT Program
 Economic Development
 Waterfront infrastructure
 State Zoning/Housing Mandate Dialog
 Main Street Project
 Community Plan Implementation Committee
 Disc Golf
 Water Filtration Project
 Pay & Classification Study
 Library Retaining Wall



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

Subject: Visitor and Resident Comments

Board Chair opens up the meeting for public comment.



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

Subject: Select Board Reports and Comments

Board Chair recognizes Board Members for reports and comments.



Town of Meredith, New Hampshire
Selectboard Agenda Report
For the Meeting of September 14, 2026

Subject: Nonpublic Session

Suggested Motion to Enter Nonpublic Session:

Selectboard member moves, *"I move the Meredith Selectboard enter into nonpublic session under RSA 91-A3 II (a) the dismissal, promotion or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted."*

Selectboard Chair calls for a second, discussion and **ROLL CALL** vote.

Suggested Motion to Exit Nonpublic Session:

Selectboard member moves, *"I move the Meredith Selectboard exit nonpublic session."*

Selectboard Chair calls for a second, discussion and **VOICE** vote.

In public session, Suggested Motion to Seal the Minutes:

Selectboard member moves, *"I move the Meredith Selectboard seal the minutes of the 9/14/26 nonpublic session because it is determined that the divulgence of this information likely would render a proposed action ineffective."*

Selectboard Chair calls for a second, discussion and **ROLL CALL** vote.