Select Board Meeting

Monday, May 18th, 2020, 6:30 p.m.

ZOOM

Virtual Meetings can be watched on Channel 22 and on Exeter TV's Facebook and YouTube pages.

To participate in public comment, click this link: https://exeternh.zoom.us/j/83976949643

To participate via telephone, call: +1 646 558 8656 and enter the Webinar ID: 839 7694 9643

Contact Bob Glowacky at rglowacky@exeternh.gov or 603-418-6425 with any technical issues.

1. Call Meeting to Order
2. Board Interviews – Conservation Commission, Communications Advisory Committee, Zoning Board of Adjustment
3. Public Comment
4. Proclamations/Recognitions
   a. Proclamations/Recognitions – Arbor Day May 21st, 2020
5. Approval of Minutes
   a. Regular Meeting: May 4th, 2020
6. Appointments
7. Discussion/Action Items
   a. Involuntary Lot Merger – 65 High Street, Tax Map 71, Lot 106
   b. FY20 Quarterly Financial Report Q1 through March 31st - Finance
   c. FY20 Budget Updates – Town Manager
   d. Gilman Park Dogs Discussion
   e. COVID 19 Updates – Rec Camp Discussion, AIM Festival Discussion, Brass Band, Downeaster Update, Reopening Task Force Activities, Stay at Home 2.0 Updates, Outdoor Dining Applications
   f. GOFERR Agreement
8. Regular Business
   a. Tax Abatements, Veterans Credits & Exemptions
   b. Permits & Approvals
   c. Town Manager's Report
   d. Select Board Committee Reports
   e. Correspondence
9. Review Board Calendar
10. Non-Public Session
11. Adjournment

Niko Papakonstantis, Chair
Select Board

Posted: 5/15/20 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE

CHRISTOPHER T. SUNUNU
Governor

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR

Emergency Order #16 Pursuant to Executive Order 2020-04

Temporary prohibition on scheduled gatherings of 10 or more attendees

Pursuant to section 18 of Executive order 2020-04, it is hereby ordered, effective immediately, that:

1. In accordance with updated CDC guidelines, the following activities are hereby prohibited within the State of New Hampshire:

   Scheduled gatherings of 10 people or more for social, spiritual and recreational activities, including but not limited to, community, civic, public, leisure, faith based, or sporting events; parades; concerts; festivals; conventions; fundraisers; and similar activities. This prohibition does not apply to the General Court, day-to-day operations of for profit or not for profit organizations and State Government, or gatherings for urgent medical purposes such as blood drives or meetings of medical personnel to discuss efforts to combat the COVD-19 pandemic.

2. Section 1 of Emergency Order #2 is hereby superseded by this Order.

3. The Division of Public Health shall enforce this Order and if necessary may do so with the assistance of State or local police.

4. This Order shall remain in effect until Monday, April 6, 2020.

Given under my hand and seal at the Executive Chambers in Concord, this 23rd day of March, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.

Christopher T. Sununu
GOVERNOR OF NEW HAMPSHIRE

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
Website: http://www.governor.nh.gov/ • Email: governorsununu@nh.gov
TDD Access: Relay NH 1-800-735-2964

CHRISTOPHER T. SUNUNU
Governor

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR

STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR

Emergency Order #12 Pursuant to Executive Order 2020-04

Temporary modification of public access to meetings under RSA 91-A

Pursuant to Section 18 of Executive Order 2020-04 it is hereby ordered, effective immediately, that:

1. Pursuant to Executive Order 2020-04, paragraph 8 provides: "State and local government bodies are permitted and encouraged to utilize the emergency meeting provisions of RSA 91-A to conduct meetings through electronic means while preserving, to the extent feasible, the public's right to notice of such meetings and ability to observe and listen contemporaneously."

2. Pursuant to Emergency Order #2 issued pursuant to Executive Order 2020-04, gatherings of fifty people or more are prohibited.

3. To implement these orders and recommendations, the requirement in RSA 91-A:2, III(b), that a quorum of a public body be physically present unless immediate action is imperative, is waived for the duration of the State of Emergency declared in Executive Order 2020-04.

4. To further implement these orders and recommendations, the requirement in RSA 91-A:2, III(c), that each part of a meeting of a public body be audible or otherwise discernible to the public "at the location specified in the meeting notice as the location of the meeting," is waived for the duration of the State of Emergency declared in Executive Order 2020-04 so long as the public body:

a) Provides public access to the meeting by telephone, with additional access possibilities by video or other electronic means;
b) Provides public notice of the necessary information for accessing the meeting;
c) Provides a mechanism for the public to alert the public body during the meeting if there are problems with access; and
d) Adjourns the meeting if the public is unable to access the meeting.

Given under my hand and seal at the Executive Chambers in Concord, this 23rd day of March, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.

GOVERNOR OF NEW HAMPSHIRE

107 North Main Street, State House - Rm 208, Concord, New Hampshire 03301
Telephone (603) 271-2121 • FAX (603) 271-7640
Website: http://www.governor.nh.gov/ • Email: governorsununu@nh.gov
TDD Access: Relay NH 1-800-735-2964

Board Interviews

Town of Exeter

Pam McElroy <pmcelroy@exeternh.gov>

Zoning Board of Adjustment Application

2 messages

Anne Surman <annesurman3@gmail.com> Thu, May 7, 2020 at 10:14 AM
To: Pam McElroy <pmcelroy@exeternh.gov>

Dear Pam,

I hope that you are doing well during these challenging times!

I have attached an application for the open alternate position on the Zoning Board of Adjustment.

I scanned one page upside down in error! Sorry about that.

I look forward to hearing from you.

Thank you.
Anne

ZBA.App.05.07.2020.pdf
92K

Pam McElroy <pmcelroy@exeternh.gov> Thu, May 7, 2020 at 10:47 AM
To: Anne Surman <annesurman3@gmail.com>

Hi Anne.

Yes, we're well. Thank you. Hope you are too. At least the weather has been looking up.

I'll forward your application to the Board and will be in touch when I receive a response.

Take care and stay safe.
[Quoted text hidden]
--
Pam McElroy
Town of Exeter
Executive Assistant, Town Manager's Office
603-773-6102
Human Services Administrator
603-773-6116

Town of Exeter

Town Manager's Office
10 Front Street, Exeter, NH 03833

Statement of Interest
Boards and Committee Membership

Committee Selection: Zoning Board of Appeals

New ☐ **Re-Appointment** ☐ **Regular** ☐ **Alternate** ☐

Name: Anne L. Surman **Email:** annesurman3@gmail.com

Address: 14 Cullen Way, Exeter,NH **Phone:** 603-770-2402

Registered Voter: **Yes** ☐ **No** ☐

Statement of Interest/experience/background/qualification, etc. (*resume can be attached*).

During the six years that I served as a Selectwoman, zoning and planning issues often were part of larger discussions that involved decisions by the Select Board, I became very interested in their process and in fact, I have always had a desire to serve either on the ZBA or the Planning Board. Planning and zoning decisions are at the core of the future of any town and my experience in working with the town Conservation Committee, TIF advisory committee, Budget Committee as well, I feel have given me quite a bit of background on some of the process. I would look forward to being an alternate and to learning what is necessary to help make decisions for those issues that would come before the Zoning Board of Appeals.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

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

I certify that I am 18 years of age or older:

Signature: _____ Date: May 7, 2020

To be completed by Select Board upon appointment:

Date Appointed: _____ *Term Ending:* _____ *Full:* _____ *Alternate:* _____

Pam McElroy <pmcelroy@exeternh.gov>

Communication Advisory Committee Application

2 messages

Nina Braun <ninamb@live.com> Tue, Apr 28, 2020 at 12:45 PM
To: Pam McElroy <pmcelroy@exeternh.gov>

Hello Pam,

Please find my application attached in reference to the Communication Advisory Committee as well as my supporting resume.

Thank you!

Kind Regards,

Nina Braun Aldrich
email: ninamb@live.com
cell:781-698-8824

2 attachments

Exeter_board_committee_application_Communications Advisory.docx
64K

Nina Braun_resume_digitalmkt_2020.pdf
137K

Pam McElroy <pmcelroy@exeternh.gov> Tue, Apr 28, 2020 at 12:56 PM
To: Nina Braun <ninamb@live.com>

Thank you Nina. I'll forward it to the Select Board.
[Quoted text hidden]
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Pam McElroy
Town of Exeter
Executive Assistant, Town Manager's Office
603-773-6102
Human Services Administrator
603-773-6116

5/1/20
6:40pm

Town of Exeter

Town Manager's Office
10 Front Street, Exeter, NH 03833

Statement of Interest
Boards and Committee Membership

Committee Selection: Communications Advisory Committee

New [ ] **Re-Appointment** [ ] **Regular** [x] **Alternate** [ ]

Name: Nina Braun Aldrich **Email**: ninamb@live.com

Address: 156 Front St Exeter, NH **Phone**: 781-698-8824

Registered Voter: **Yes** [x] **No** [ ]

Statement of Interest/experience/background/qualification, etc. (*resume can be attached*).

My interest in joining the Communications Advisory Committee stems from my interest in applying my 20+ years of experience in corporate communications and marketing. For the past 10 years my career has had a focus on digital communications, content writing, graphic design and website work for various industries including philanthropic, food, consumer goods, healthcare and technology. As a current member of the Exeter Sustainability Advisory Committee we have had an ongoing discussion of how we can improve communication and outreach to the community. I received a copy of the 2019 External Communications Analysis and realized I should be placing my efforts on improved communication for all committees and town offices. I have enjoyed my time so far on the Sustainability Committee and appreciate the opportunity to be involved in contributing to and enhancing all that our great town of Exeter has to offer. I hope to apply my range of communication and technology skills to improve the processes and opportunities for reaching our community through the execution of a successful communication plan for all.
Please find my resume attached.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

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

I certify that I am 18 years of age or older:

Signature: Nina Braun Aldrich Date: 04-28-2020

To be completed by Select Board upon appointment:

Date Appointed: _____ *Term Ending:* _____ *Full:* _____ *Alternate:* _____

NINA M. BRAUN

Exeter, NH | c. 781-698-8824 | ninamb@live.com
LinkedIn: www.linkedin.com/in/nina-braun-digital-marketer

QUALIFICATIONS

Execute and produce strategic growth initiatives for companies' marketing presence through management of inbound/outbound marketing communications and branding tactics. Utilize digital design and writing experience to produce marketing assets; highly creative, excellent writing and content skills. Technical and design focused individual with an on-going curiosity of digital marketing discipline.

DIGITAL PLATFORM SPECIALIZATION

WEBSITE | Project Management for new website rollouts and upgrades. Content Management (CMS), Kentico, Sitecore, Wordpress, MS Sharepoint

MARKETING TECHNOLOGY | Marketing Automation – Hubspot, Marketo, CRM – Salesforce, Microsoft Dynamics, Google Analytics, Comscore, Google Adwords, Bing, SEO, PPC advertising, email execution and management

DESIGN | Adobe – Photoshop, Indesign, Illustrator, Video, HTML, CSS, Photography. Agency project management.

EXPERIENCE

Marketing Director

Alnoba Hospitality Group — Kensington, NH — 11 2019 – 03 2020
(Kensington Investment Company)

• Managed and strategized all marketing programing for corporate events, social mission and The Farm at Eastman's Corner. Maintained budgets and PL's and worked collaboratively with other members of executive team.

• Designed and wrote all digital and print creative collateral utilizing the Adobe suite of design tools. Created social messaging program and oversaw marketing assistant role to increase engagement and search traffic upwards of 50% within 6 months.

• Executed sales platform Salesforce with marketing platform, Hubspot into sales groups daily strategy for proper management of incoming leads while constantly increasing lead numbers and assisting in closed sales.

• Integrated web presence into overall marketing strategy, established a cohesive and fresh perspective for all marketing content through adoption of online technologies including social mediums for business.

Digital Marketing Manager

Security Innovation — Wilmington, Ma — 02 2018–11 2019

• Manage all elements of multi-channel integrated campaign tactics including email, social, website display ads, Google adwords, content creation, blog and digital design

• Maintain marketing technology stack including marketing automation tool, Hubspot to leverage tactics for increased lead generation and customer retention. YOY increase in leads by 15%.

Marketing Consultant / Website Development/
Marketing Operations/ Technology Project Management 2008–2018

Lead marketing project manager and content creator; inbound, b2b and b2c marketing tactics, marketing automation; Hubspot, Salesforce; email execution and distribution; web analytics, analysis; SEO, PPC; user experience and design, ABM: Terminus.

Accounts:

Medispend/ MMIS (medispend.com), Portsmouth, NH – manage digital marketing management and execution of all marketing campaigns for life science, SaaS company. Monitor and respond to data analytics, SEO – current

InHome/Lofts at 129, Exeter, NH – manage all aspects of marketing, print and digital campaign roll-outs and public relations for condo development and interior design company – current

AARP Financial (aarpfinancial.com), Tewksbury, MA - project managed new site roll-out and web development

Endicott College (Endicott.edu), Beverly, MA - project managed new site role out (Sitecore), focus on UX design

Stone Farm (stonefarmliving.com), Newburyport, MA - established digital marketing program, used Wordpress and Hubspot for home exterior design company

Eastern Mountain Sports (EMS.com), Peterborough, NH - maintained and edited eCommerce site and copywriting

Lexington Symphony Orchestra (lexingtonsymphony.org), Lexington, MA - developed Wordpress site, design and integrated email campaigns

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VDE Americas Burlington, MA 09 2015 – 03 2017
Global Regulatory Compliance for Technology Manufacturers – IOT
Marketing Manager

- Advisor for all digital marketing operations and stages of the buyer's journey with direct report to CEO. Establish strategic digital marketing plan in conjunction with company sales objectives for Americas group of International company

- Established measurement data points and analysis to establish sales and marketing KPIs and ROI metrics. Optimized web assets through A/B testing and reviews. Efforts resulted in strong lead generation data and sales response rate, helped reach company goal of $3M in sales for first year

- Wrote, edit and produced all communications related to promotional activities and sales campaigns. Managed all industry and related press communication. Maintained knowledge in new technologies for enhanced creativity and productivity

- Deployed rollout of new website and integration with marketing technology stack including CRM, Salesforce. Company expert in all web based needs including: SEO management, Google data analytics, marketing automation tool (Hubspot), CMS tool (Kentico, Wordpress) and CRM (Salesforce). Managed entire online marketing budget and vendor relationships Garnered 30% YOY increase in sales through online nurturing efforts

Digital Bungalow

Salem, MA

contract: 12 2014 – 09 2015

Digital Solutions Agency - Contractor

Digital Producer and Senior Project Manager - Consumer and B2B clients

Project managed the creation and execution of digital platforms and website roll-outs including SEO management:

- **BJs Wholesale Club** - digital members magazine, CMS (Drupal) site maintenance and program development Stocked.bjs.com
- **Coverys** - Healthcare Co., new .Net website and agent portal (.Net site development, content strategy, Marketo) Coverys.com
- **Eastern Bank** - eLearning microsite for new online banking offering (video production and site development) Easternbank.com
- **Hologic** - human resources campaign for website and social mediums (LinkedIn, Facebook, Glassdoor)

TÜV SÜD America

Peabody, MA

08 2012 – 11 2014

International Product Service and Safety Certification Body – TUVSUDamerica.com

Marketing Manager

- Administered all aspects of marketing and communications plan based on global company-wide rollout of new website platform and marketing automation tools for The Americas, Canada and Mexico. Created and managed audience development, lead gen campaigns for content, SEO, and adwords that solidified 20% increase in site engagement.

- Optimized highly targeted lead generating campaigns from concept development and execution through use, design and integration of email, landing pages, events, global content. Inbound campaigns resulted an increase in engagement and enhanced opportunities for the sales team. Accomplished qualified lead generation increase of 20% YOY.

- Maintained all related technology. Wrote and edited all content and reported on content strategy and UX best practices for the Americas' digital presence in accordance with international brand guidelines and overall digital marketing strategy. Reduced expenses for outside vendors by bringing content capabilities in-house.

Stonewall Kitchen

York, ME

06 2010 – 08 2012

Specialty Food Manufacturer and Retailer

Marketing Content Developer/Copywriter

- Maintained and strengthened brand recognition for established and successful specialty food manufacturer through creative copywriting for product labels, website content, company-wide marketing and sales collateral and all social campaigns, focused on innovate ideas and customer affinity building

- Established a creative and comprehensive brand representation across omnichannels, including eCommerce content, product labels, retail promotions, catalogs, and advertising and trade publications. Drove creative concepts and online merchandising strategy and promotions. Online sales conversion rate increased from 2.4% to 8.0%

EDUCATION

George Mason University Fairfax, VA B.A. Communications 1994
Concentration in Journalism, Marketing Communications and Advertising

CONTINUING EDUCATION

New England Institute of Art Boston, Ma
Digital Graphic Design - Adobe CSS: Photoshop, InDesign, Illustrator, Typography

Harvard University - Extension Cambridge, MA
Graduate evening studies in Marketing - New Product Development

On going courses in: Website design: HTML, CSS, Wordpress, Dreamweaver, Photography

VOLUNTEER

Seacoast Big Sisters volunteer; Member of Exeter Toastmasters and VP of PR; Member of Town of Exeter, NH Sustainability Advisory Board Committee; active volunteer within arts and food community, Seacoast farmers' market; certified ski instructor – Vail Associates: Breckenridge, CO, Sugarbush, VT

Nina M Braun | c -781-698-8824 | e – ninamb@live.com

Town of Exeter

Town Manager's Office
10 Front Street, Exeter, NH 03833

5/1/20
6:50pm

Statement of Interest
Boards and Committee Membership

Committee Selection: Conservation Commission

New ☐ **Re-Appointment** ☐ **Regular** ☐ **Alternate** ☒

Name: Kristen Osterwood **Email:** osterwood@gmail.com

Address: 160 High St **Phone:** 412-980-3515

Registered Voter: **Yes** ☒ **No** ☐

Statement of Interest/experience/background/qualification, etc. (*resume can be attached*).

My interest in being part of the Conservation Commission stems from my and my family's enjoyment and appreciation of the conservation land and trails that Exeter has to offer. My experience and background are in working to make buildings healthier for people and the environment through my work the Green Building Alliance (a nonprofit) and now in the newly created Sustainability Analyst position at Unitil. I also serve on the Exeter Sustainability Advisory Committee and I could help facilitate communication between these two closely connected boards.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

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

I certify that I am 18 years of age or older:

Signature: [signature] Date: 04/23/2020

To be completed by Select Board upon appointment:

Date Appointed: _____ *Term Ending:* _____ *Full:* _____ *Alternate:* _____

Town of Exeter

Pam McElroy <pmcelroy@exeternh.gov>

Conservation Commission Alternate

2 messages

Osterwood <osterwood@gmail.com> Thu, Apr 23, 2020 at 9:53 AM
To: Pam McElroy <pmcelroy@exeternh.gov>

Pam -

Please find my attached application for the alternate position on the Conservation Commission.

Thank you,
Kristen Osterwood

board_committee_application cc ko.pdf
79K

Pam McElroy <pmcelroy@exeternh.gov> Thu, Apr 23, 2020 at 10:05 AM
To: Osterwood <osterwood@gmail.com>

Thank you Kristen. I will forward this to the Select Board.

Have a good day. Stay safe.
[Quoted text hidden]
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Pam McElroy
Town of Exeter
Executive Assistant, Town Manager's Office
603-773-6102
Human Services Administrator
603-773-6116

Proclamations and Recognitions

Minutes

Select Board Meeting
Monday May 4th, 2020
Held Remotely via Zoom
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Niko Papakonstantis, and Russ Dean were present at this meeting. Daryl Browne was absent. The meeting was called to order by Mr. Papakonstantis at 6:52 PM.

Mr. Papakonstantis said that gatherings of 10 or more people currently pose a risk to our community. The Select Board meeting is imperative to maintaining the Town of Exeter public services, so per RSA 91-A:2(3)b, this meeting will be conducted without a quorum of this body being physically present in one location. He welcomed the members of the public attending remotely, and said the usual rules of conduct and decorum will apply. All votes will require a roll call vote.

2. Public Comment
    a. Dawn Jelley of 4 Nelson Drive, read a letter written by her and Eric Downer [also in Correspondence] asking the Board to amend Town Ordinance 910c on Gilman Park in order to allow dogs in certain areas. Mr. Papakonstantis said they will put the issue on a future agenda.
    b. Joanna Pellerin, Exeter resident and one of the former Trustees of Gilman Park, said that the issue came up in 1996 and they went to the Select Board at that time. It was her understanding that dogs could be there on a leash.

3. Board Interviews - Conservation Commission and Communications Advisory Board
    a. There were two scheduled interviews, but they did not take place.

4. Proclamations/Recognitions
    a. Public Works Week

    Ms. Gilman read the Public Works Week proclamation:

Whereas, Public Works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Exeter, New Hampshire; and,

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders and children in Exeter New Hampshire, to gain knowledge of and to maintain a progressive interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and,

Whereas, the year 2020 marks the 60th Annual National Public Works Week sponsored by the American Public Works Association,

Be It Now Resolved, we, the Select Board of Exeter, New Hampshire do hereby designate the week of May 17 through 23, 2020 as National Public Works Week; we urge all citizens to join with representatives of the American Public Works Association and government agencies in acknowledging our Public Works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

In Witness Whereof, we have hereunto set our hand and caused the Seal of the Town to be affixed, done at the Town of Exeter, New Hampshire this fourth day of May, 2020.

b. Bob Hall was recognized as a "Downeaster Ambassador" for his efforts with the Amtrak passenger train program.

5. Approval of Minutes
   a. Regular Meeting: April 27, 2020

MOTION: Ms. Gilman moved to approve the minutes of April 27, 2020 as presented. Ms. Cowan seconded. By a roll call vote, all were in favor (4-0).

6. Appointments
   a. As a follow-up to the last meeting, it was determined that Conservation Commission alternate Don Clement's term expires next year, not this year.

7. Discussion/Action Items
   a. Bid Award - Lagoon Sewer Sludge Removal Project

Jennifer Perry, the Public Works Director, recommended the award of the bid to Synagro Northeast LLC of Baltimore MD. They were the lowest bidder at $630,053 and can mobilize quickly to do this work. Ms. Oliff asked what will happen if they are unable to complete the work due to Covid-19, and Ms. Perry said there is a clause in the contract that allows the town to move on if they can't meet a certain timeline.

MOTION: Ms. Gilman moved to approve the Wastewater Treatment Facility contract for lagoon #1 sludge removal to Synagro Northeast LLC of Baltimore Maryland at a low bid price of $630,053 and to designate Town Manager Russ Dean to sign any and all required documents. Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

b. Public Hearing: RSA 79E Application – Pairpoint Group LLC, 23 Water Street

MOTION: Ms. Oliff moved to open the public hearing. Ms. Gilman seconded. By a roll call vote, all were in favor (4-0).

Darren Winham described the process related to RSA 79E tax relief. The Select Board holds a public hearing and decides if one or more public benefits are met by the project. The Board decides the period of relief and creates a covenant that must run as long as the tax relief. The covenant is then vetted by legal counsel at the applicant's expense. Mr. Dean added that the Board has 45 days from the date of the hearing to determine the specifics of the covenant.

Ms. Cowan asked for a description of the project. Elliott Berkowitz, the project's developer, said this would be a four story building at 23 Water Street with six residential and two retail units. It's a challenging site, being close to the river and to the surrounding buildings. The next building over, 11 Water Street (which he happens to own), is 6.8 feet from the property line, so a new building would also have been 6.8 feet away from the property line, but he got a variance to build 23 Water Street right up to the property line. Mr. Papakonstantis asked what portion of this project would be affordable, but the answer was none.

Ms. Gilman said this project has gone through the Historic District Commission and they found it appropriate for this area. She added that it will be good for the community.

Mr. Papakonstantis said the project meets at least one, if not more, of the criteria for tax relief. The Board was in agreement. Ms. Gilman said that it would encourage economic vitality in the downtown and increase residential housing in an urban center.

Ms. Cowan asked how long the covenants usually are. Mr. Winham said that with the Sea Dog project, the initial plan included residential units, and that project got a covenant for nine years. The Wine Bar got one for seven years. Those are the only projects that have come under this relief.

MOTION: Ms. Gilman moved to open the hearing on RSA 79 E Tax Relief for 23 Water Street. to the public. Ms. Cowan seconded. By a roll call vote, all were in favor (4-0).

Eileen Flockhart of 7 Jacks Court asked about the expected cost for residential spaces in this building, and Mr. Berkowitz said a minimum of $250,000. Three units will be one bedroom and three will be two bedroom.

MOTION: Ms. Gilman moved to close the public hearing on RSA 79 E Tax Relief for 23 Water Street. Ms. Oliff seconded. By a roll call vote, all were in favor.

Ms. Cowan asked about the timeline for the completion of the project. Mr. Berkowitz said that from start to finish it would be about 12 months.

MOTION: Ms. Gilman moved to approve the Community of Exeter Tax Relief Incentive aka RSA 79E for 23 Water Street Ownership Pairpoint Group LLC, with the public benefit #1, it enhances the economic vitality of the downtown; #3, it promotes the development of municipal centers,

providing for the efficiency, safety and a greater sense of community consistent with RSA 9B; and #4, it increases residential housing in an urban or town center. [The numbering refers back to the ordinance.] Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

Mr. Papakonstantis said the application was for an 11 year covenant, but he suggested nine years instead. Mr. Winham said they could apply the four additional years given to a historic structure, as there was previously a historic building on the site. Ms. Gilman said this only applies to a structure that exists. If the application is for a vacant lot, she can't consider it as a historic structure. She suggested seven years, five years for the project itself plus two years for promoting residential space.

MOTION: Ms. Gilman moved to approve a Community Revitalization Tax Relief Incentive, RSA 79E, for 23 Water Street and Pairpoint Group LLC for a term of seven years, five years for qualifying property and two years for adding residential units. Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

MOTION: Ms. Gilman moved to close the public hearing. Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

c. MUND Presentation (Mixed Use Neighborhood District)

Dave Sharples, the Town Planner, discussed a new zoning amendment adopted at the 2020 Town Meeting. In 2018, the Housing Advisory Committee did a study, and the Master Plan was updated; both identified the need to create affordable housing in Exeter. In response, he pursued a municipal assistance grant for $25,000 to allow him to create an ordinance that would incentivize affordable housing. This is an optional amendment; property owners wishing to develop their property can either go under conventional zoning or choose to go under the MUND. It is only applicable in the C1 and WC [Waterfront Commercial] zoning districts. The project has to be mixed use, not just residential or just commercial.

In normal zoning, there are three limiting factors to density: straight density requirements (units per acre); parking space requirements; and the height of the building. Under the MUND, the Density requirement is removed; there are reduced parking requirements, to 50% of commercial use and only one space per unit regardless of number of bedrooms. The ordinance gives the Planning Board the ability to reduce the parking requirement further. It also increases the height from 35 feet and three stories to 45 feet and four stories, although based on public input on the Lincoln Street area this will remain at a maximum of 35 feet. The MUND requires that a minimum of 10% of the units are affordable in perpetuity; they are deed-restricted and monitored. "Affordable" is according to the State definition, which is based on area median incomes. They will enforce high quality urban design standards, in such areas as site circulation, building design, stormwater management, etc. Mr. Papakonstantis asked if the 10% affordable housing requirement persisted through a change in ownership, and Mr. Sharples said yes.

Eileen Flockhart of 7 Jacks Court said she is excited about the MUND's potential, especially the potential for landscaping and trees. She asked how the regulations will be enforced. Mr. Sharples said town staff, not the Planning Board, do site inspections and make sure that the project meets the requirements of the plan before the building gets a certificate of occupancy. On monitoring the affordable housing, the Planning Board designates the NH Housing Finance authority as the monitor. Ms. Flockhart suggested that if a project didn't comply, they should have to pay into a fund that would pay for more trees. Mr. Sharples said non-compliance in his experience is quite rare.

d. COVID 19 Updates

Darren Winham said he's striving to get the most accurate information out to local businesses. He's creating an email update each week along with Tim Roach of RPC, which is sent out by Bob Glowacky. There was also a survey that went out to businesses to track Covid 19 effects and concerns on a town and regional level, which had 100 responses. He's keeping up with ongoing local business projects.

Fire Chief Eric Wilking said the state of NH has been ramping up testing, and it's up to around 1500 tests per day. Increased testing means increased positive test results. 580 people tested positive last week; there were two new positive tests in Exeter, for a total of 13 cases. Fire Department was at full staff for one week, but then one member was called into the MA National Guard for a month.

Governor Sununu unveiled "Stay at Home 2.0," which continues to ask people to practice social distancing through the end of May. James Murray is talking with campgrounds; members who have permanent structures at the campground can return. Mr. Wilking spoke with hospital officials; starting May 4, the hospital will be allowed to have certain non-emergency procedures. Businesses will reopen with a 50% allowed occupant load, so the FD will work with businesses on an appropriate occupant load. On May 11, salons and barbershops can open, but they can only have 10 occupants at one time, including the staff. Golf courses are opening May 11. Restaurants are reopening for outdoor seating May 18th, and they're going to work with restaurants on setting that up correctly. It won't be appropriate for all restaurants but will work with them.

Mr. Papakonstantis raised the issue of extending the closure of Swasey Parkway for another 30 days. He would also like Parks and Rec to give the Board recommendations regarding summer camp. He would like to discuss Farmer's Market and its possible temporary relocation.

Greg Bisson said that Parks and Rec has been working with state and local organizations, including the CDC, on guidelines for summer camps. Opening camp will be very difficult. He met with Primex and discussed the extensive restrictions, if they will be able to have camp at all. There must be a maximum of eight kids with two staff members, with the same group all summer. Games must support social distancing. They must increase handwashing stations. Parks and Rec put out a survey last week, and have had 190 responses so far. People want summer camp, but there's so much that's unknown. The camp can't access the schools this summer, which makes things difficult. They'll offer the best and safest solution they can. Most of their programs only break even, so any fluctuation in revenue will be a challenge. Already a handful of refunds

have been issued. Some communities are closing their pools. If they don't have swim lessons or day passes to the pool, it may be a huge cost to the town. Playgrounds may need to be closed, which would also be a challenge.

Ms. Oliff asked about camp staffing levels, and Mr. Bisson said they're working on hiring the appropriate number for an 8/2 ratio, but it's challenging to find enough people.

Mr. Papakonstantis asked if shortening the camp was an option. Mr. Bisson said they could push it back to after July 4th, or condense the days to a shorter session. They will likely not offer aftercare either way.

Maine will allow 40 or more kids per group in summer camp, which would make it more manageable. They're expecting a NH task force recommendation this week. Mr. Papakonstantis asked about inclement weather, and Mr. Bisson said they'd have to cancel the camp for the day.

Mr. Dean said the Farmer's Market has been designated an essential business. They're trying to determine how to have the market but be conscious of the executive order and limiting crowds to 10 people. They're trying to find a location that would help them with social distancing, such as the SST site. Health Officer James Murray said he believes that they can put on a safe Farmer's Market, but the venue is key.

The Board agreed to allow the representative from the Farmer's Market, a non-resident, to speak.

Dorianne Barr said they're still looking to have the Farmer's Market in Swasey Park for consistency. If they have vendors on one side, there is a six foot alley for people to walk or wait their turn. They can have one-way movement path. All food will be packaged. No reusable bags will be allowed. All prepared food is take-out style and must be consumed off-site. No samples are allowed. There will only be 17 vendors, comprised of food vendors, plant vendors, and a soap vendor; no crafts, music, etc. Only one shopper is allowed in a tent. They're encouraging cash-free payment options.

Mr. Papakonstantis said the Parkway is currently closed to allow people to walk and exercise, and said that SST flows better as a venue. Ms. Barr said they would have to completely redesign the market for a change of venue. Ms. Roy said they won't be able to have the SST site through the end of the Farmer's Market, as school is starting. Mr. Dean said he would have to discuss the timeline of the venue with the Superintendent.

Ms. Cowan said she's very concerned about the safety of bringing more people downtown. Ms. Barr listed the many safety precautions they will be taking, including limiting the number of vendors, obtaining a supply of masks, allowing only one person into a tent at a time, and having a designated time to shop for high-risk people. Ms. Oliff asked about having people pre-order for pickup. She would like to find a balance between safety and serving residents. Mr. Papakonstantis asked how they will enforce having only one customer in a tent at a time. Ms. Barr said there will be a person at the entrance to explain the rules and volunteers will be walking through the market to ensure guidelines are being followed. The packages of produce and food are already bundled, so people are not taking time to hunt for and choose produce.

The Board was in agreement that they wanted to extend the thirty day closure of Swasey Parkway to vehicle traffic.

Mr. Papakonstantis said he's concerned about walkers and exercisers along with the shoppers at the market. Ms. Oliff said they should designate Thursday as Farmer's Market day and make it closed off to the public. Ms. Cowan said these regulations add another layer of people required to set up and enforce them. She wants to encourage shopping from local farmers, but it needs to be transactional, not social. She's not comfortable with these things happening in the same spot. If the numbers in NH change, she can see the market moving back to Swasey Parkway. Mr. Papakonstantis asked about the timeline, and Ms. Barr said they'd like to start this Thursday.

MOTION: Ms. Oliff moved to extend the closure of Swasey Parkway to vehicular traffic for an additional 30 days. Ms. Gilman seconded. By a roll call vote, all were in favor (4-0).

MOTION: Ms. Oliff moved to relocate the Farmer's Market to SST. Ms. Cowan seconded. By a roll call vote, all were in favor (4-0).

8. Regular Business
    a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to approve a Jeopardy Tax for 55/34 in the amount of $326. Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

b. Permits & Approvals
    i. There were no permits or approvals at this meeting.

c. Town Manager's Report
    i. The Board and Committees are getting back online and up to speed on Zoom protocols.
    ii. They're working on the Bond Bank application for the Library and Groundwater Assessment projects.
    iii. The Planning Office received an application for a new solar farm on Powder Mill Road.
    iv. The EPA permit comments are taking a lot of time. He's coordinating with member towns.
    v. The paving program is continuing, Powder Mill Road and the Park Street area have been paved.

d. Select Board Committee Reports
    i. Ms. Cowan met with the Parks and Rec Advisory Board, where they brainstormed best practices for summer camp.
    ii. Ms. Oliff had no meetings.
    iii. Ms. Gilman said there's an HDC meeting on May 21st where they'll be talking about the Ioka.
    iv. Mr. Papakonstantis has a Sustainability Committee meeting tomorrow night.

e. Correspondence
   i. A letter from Robin Tyner resigning from the Sustainability Committee. Mr. Papakonstantis said that Robyn Tyner was named as an alternate to the Planning Board, and there's a rule about only serving on two committees at once. She will stay with the Energy Committee and Planning Board.

MOTION: Ms. Cowan moved to accept Robin Tyner's resignation. Ms. Oliff seconded. By a roll call vote, all were in favor (4-0).

9. Review Board Calendar
   a. The next meetings are May 18 and June 1.

10. Non-Public Session
   a. There was no non-public session at this meeting.

11. Adjournment

MOTION: Ms. Gilman moved to adjourn. Ms. Oliff seconded. All were in favor (4-0) and the meeting adjourned at 10:03 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Board and Committee Appointments

Board and Committee Appointments
May 18th, 2020

Conservation Commission
Trevor Mattera

Motion: Move the Select Board appoint Trevor Mattera to an full position on the Conservation Commission with a term to expire April 30th, 2023. (NOTE: This appointment will vacate Trevor's alternate member position which has a term date of 4/30/21).

Restoration of Involuntary Merged Lots – Map 71, Lot 106

TOWN OF EXETER, NEW HAMPSHIRE

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

LEGAL NOTICE
for
"RESTORATION OF INVOLUNTARILY MERGED LOTS"
(pursuant to RSA 674:39-aa)

The Exeter Select Board will be considering an application for the "Restoration of Involuntarily Merged Lots" for the property listed below at their next meeting on Monday, May 18, 2020 at 7:00 P.M. virtually via ZOOM (see connection information below*).

Property of Helen P. Crowe, Trustee
Helen P. Crowe Revocable Living Trust
65 High Street
Exeter, N.H.
Tax Map Parcel #71-106

EXETER SELECTBOARD
Niko Papakonstantis, Chairman

Posted 05/08/20: Exeter Town Hall Kiosk and Town of Exeter website

ZOOM MEETING INFORMATION:

- *Virtual Meetings can be watched on Channel 22 and on Exeter TV's Facebook and YouTube pages.*
- *To participate in public comment, click this link: https://exeternh.zoom.us/j/83976949643*
- *To participate via telephone, call: +1 646 558 8656 and enter the Webinar ID: 839 7694 9643*

Contact Bob Glowacky at rglowacky@exeternh.gov or 603-418-6425 with any technical issues.

BUILDING DEPARTMENT

Douglas Eastman, Building Inspector/Code Enforcement Officer

DATE: April 29, 2020

MEMO TO: Russ Dean, Town Manager
Board of Selectmen

CC: Sharon Cuddy Somers, Esquire
Helen P. Crowe, Trustee – property owner

FROM: Douglas Eastman, Building Inspector/Code Enforcement Officer

RE: Application for "Restoration of Involuntarily Merged Lot"

Our office has received a "Restoration of Involuntarily Merged Lot" application for the property located at 65 High Street, currently owned by Helen P. Crowe, Trustee of the Helen P. Crowe Revocable Living Trust.

Please be advised that I have reviewed the request to restore Lot #8 fronting on Gardner Street, and as depicted on the plan entitled "A Plat of Land for Bonnie D. Griswold, dated August 1980, and recorded as R.C.R.D. Plan #C-9826 which was included in the application. I concur with the evidence submitted by Attorney Somers on behalf of her client and recommend restoring the said lot to its pre-merger status.

Once an agenda date has been determined for the required public hearing before the Select Board, abutter notification and posting of the legal notice, including publication in the newspaper, will be prepared by our office.

If you should have any questions, please feel free to contact my office.

DTC Lawyers
Dedicated to Clients

CELEBRATING OVER 30 YEARS OF SERVICE TO OUR CLIENTS

Please respond to the Exeter Office

ROBERT D. CIANDELLA
LIZABETH M. MACDONALD
JOHN J. RATIGAN
DENISE A. POULOS
ROBERT M. DEROSIER
CHRISTOPHER L. BOLDT
SHARON CUDDY SOMERS
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
HEIDI J. BARRETT-KITCHEN
JUSTIN L. PASAY
ERIC A. MAHER
BRENDAN A. O'DONNELL
ELAINA L. HOEPPNER

RETIRED
MICHAEL J. DONAHUE
CHARLES F. TUCKER
NICHOLAS R. AESCHLIMAN

April 24, 2020

Niko Papakonstantis, Chairman
Board of Selectmen
Town of Exeter
10 Front Street
Exeter NH 03833

Re: Helen P. Crowe Revocable Living Trust / 65 High Street, Exeter, New Hampshire

Dear Chairman Papakonstantis and Members of the Board:

Enclosed please find an application to restore an involuntarily merged lot pursuant to RSA 674:39-aa, together with supporting documents. Following your review of the documents and after taking all necessary steps pursuant to the statute, we request that you restore the lots to pre-merger status for tax assessment and regulatory purposes.

The property in question sits on the corner of High Street and Gardner Street and is owned by Helen P. Crowe, Trustee of the Helen P. Crowe Revocable Living Trust. The property is depicted on two recorded plans. The first plan recorded as Plan 0081 is from 1888 and depicts two lots; Lot 9 which fronts on High Street, and Lot 8 which fronts on Gardner Street. A perimeter plan was also prepared in 1980 on behalf of Bonnie D. Griswold and recorded as Plan C-9826. This second plan, which is not a subdivision plan, was approved by the Exeter Planning Board. Our research did now show any evidence of a voluntary lot merger of these two lots nor any transfers of any lot or portion of any lot. All deeds in the chain of title have consistently referenced two lots as making up premises being conveyed. The property contains on what is shown on recorded plans as Lot 9 a very large single-family home. Town assessment records depict the location of the structure which is contained entirely within Lot 9. Additionally, Town records show that a driveway was installed in 1989 to service Lot 8 situated on Gardner Street, however this driveway does not service Lot 9. The access to Lot 9 is provided via a driveway on Gardner Street which then goes into a garage under the house.

The tax records currently depict the property as being one lot with one building and containing 0.46 acres. However, older tax cards, notably the 1977 tax card (a copy of which is

enclosed) contains references in the "remarks" section to the above referenced 1980 plan which shows Lot 8 fronting on Gardner Street as containing 10,020 sq. ft. The remarks then go on to reference that Lot 9 fronting on High Street contains 10,472 sq. ft., with a total of 20,130 sq. ft. This suggests that the two lots were involuntarily merged on tax records.

Under New Hampshire law, a voluntary merger can only occur if a property owner requests one or if the owner takes some overt action to indicate that the owner no longer regards the two lots as being separate. The mere fact that the two lots were taxed as one does not in and of itself create a voluntary merger. Roberts v. Town of Windham, 165 N.H. 186 (2013). Here, the property was historically shown on recorded plans as comprising two lots. Each lot has a separate driveway and the house on Lot 9 is contained entirely within that lot and can function with complete independence of Lot 8. Further, the creation of a driveway in 1989 to service just Lot 8 indicates that the then owner considered the two lots as being independent of each other.

Based on the evidence referenced above and based on the supporting documentation, we request that the Board of Selectmen schedule a public hearing on this matter within the required time frame and act to restore the lots to pre-merger status.

Please contact me if you have any questions.

Very truly yours,

DONAHUE, TUCKER & CIANDELLA, PLLC

Sharon Cuddy Somers
ssomers@dtclawyers.com

SCS/jh
cc: Helen P. Crowe, Trustee

S:\CN-CR\Crowe, Helen\Application Pkg\2020 04 17 BOS Ltr.Application.docx

Town of Exeter
10 Front Street
Exeter, NH 03833
603-778-0591 Fax: 603-772-4709

Application for Restoration of Involuntarily Merged Lots

Pursuant to RSA 674:39-aa

Property Location/Address: 65 High Street

Existing Tax map Number (Map-Block-Lot): Map 71, Lot 106

Property Owner(s): Helen P. Crowe, Trustee, Helen P. Crowe Revocable Living Trust

Phone: 603-418-4529

Property Owner Mailing Address: 65 High Street, Exeter, NH 03833

Property Owner Email: hpcrowe@comcast.net

Agent (If different from Property Owner): Sharon Cuddy Somers, Esq. Donahue, Tucker & Ciandella

Agent Phone: 603-778-0686 Agent Email: ssomers@dtclawyers.com

Agent Mailing Address: PO Box 630, Exeter, NH 03833

Instructions & general information for submitting Application:

In accordance with NH RSA 674:39-aa, any owner of lots merged by municipal action for zoning, assessing or taxation purposes prior to September 18, 2010 and without the consent of the owner may request that the lots be restored to their pre-merger status and all zoning and tax maps shall be updated to identify the pre-merger boundaries of said lots or parcels as recorded at the Rockingham County Registry of Deeds, provided:

a. The request is submitted to the Exeter Board of Selectmen prior to December 31, 2016.

b. No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be stopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.

c. All decisions of the Board of Selectmen may be appealed in accordance with the provisions of RSA 676.

d. The restoration of the lots to their pre-merger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

The following fees shall be submitted with the application:

Application Fee:	$50.00
Abutter Notices:	$ 10.00 per abutter
Newspaper Notice:	$25.00

Updated: June 10, 2014

The procedure for requesting the Restoration of Involuntarily Merged Lots is as follows:

1. Complete the ***Application for Restoration of Involuntarily Merged Lots per RSA 674:39-aa.***
2. Attach copies of the following documents:
    a. Most current deed(s) for the lots.
    b. If property was obtained from an estate (inherited), attach copy of the statutory "Notice to Cities and Towns".
    c. Copies of any recorded plans or surveys which may depict the "pre-merger" configuration of any lots.
    d. Unless such information already exists in the town records, if any part of the existing map/lot is improved by a structure, the Applicant must provide a signed & stamped as-built survey which reflects (at a minimum) the following features:
        (i) The location of all structures, including buildings, pools, fences, etc.
        (ii) The location of all driveways, walkways and associated features.
        (iii) The location of all water supply wells.
        (iv) The approximate location of all septic tanks, leach beds or cesspools.
        (v) The superimposed lines of the pre-merger lot lines as requested by the Applicant.
    e. A list of the names and addresses of abutting lot owners in similar manner as required under RSA 676.
    f. Any other documentation deemed relevant.
3. The Selectmen's office shall forward copies of the relevant materials to the Town Assessor and Planning Department within three (3) days of application receipt for their review and comment.
4. The Assessor and Planning Department shall forward any comments to the Town Manager within five (5) days of receipt of the materials.
5. The Board of Selectmen shall schedule consideration of the Application at a Public Hearing during a regularly scheduled meeting within thirty (30) days of submittal. The Town shall send notice of the Application and the scheduled meeting date to the Applicant and abutting property owners at least seven (7) days before the scheduled meeting.
6. At the scheduled meeting, the Selectmen will consider the Application, including recommendation of Town staff, input from abutters and the Applicant(s).
7. If upon review by the Board of Selectmen, the Board determines that additional information is required; up to an additional ten (10) days will be provided to produce the additional information.
8. Within forty-five (45) days from the date of submission, the Board of Selectmen shall render a decision on the Application at a meeting of the Board of Selectmen.
9. Within five (5) business days from the date of the Board of Selectmen's final decision, a copy of the written Notice of Decision shall be sent via regular mail to the Applicant(s) and shall be posted in both the Assessor's and Selectmen's Offices.
10. The Notice of Decision shall state that any aggrieved party has the right to appeal the decision of the Board of Selectmen pursuant to RSA 676.
11. If the Application has been granted (in whole or in part), the appropriate changes will be noted on the Tax Maps and Assessor records. The Planning Department will be notified and provided with a copy of the plans approved by the Board of Selectmen and shall make appropriate notations as to the existence of the new lots in its files. The Notice of Decision will be recorded at the Registry of Deeds.

TOWN OF EXETER, N.H.

APPLICATION FOR RESTORATION OF INVOLUNTARILY MERGED LOTS
PURSUANT TO RSA 674:39-aa

The undersigned applicant requests that the Town of Exeter, New Hampshire, hereby restore the following parcels of land to their pre-merger status for the purposes of being assessed and treated for regulatory purposes as separate tracts or parcels of land:

Please identify, with reference to an attached recorded plan or survey which the Applicant believes may depict the "premerger" configuration of any lot, and to have existed prior to any "Involuntary Merger" (See. ***RSA 674:39-aa (I)),*** which the Applicants) wishes to restore to separate assessment.

Recorded Plan Name & Identified as: Untitled plan dated February 14, 1888 and recorded as Plan #0081 and plan entitled "Plat of Land for Bonnie D. Griswold in Exeter, NH" prepared by Parker Survey Assoc., Inc. dated Aug. 1980 and recorded as Plan #C-9826.

Acknowledgment: By submitting this application, the Applicant(s) acknowledges they wish to have an existing parcel on the Exeter Tax Map divided into two (2) or more previously existing parcels. Such action will be effective for tax purposes following approval of this Application. Such action may result in increased tax assessed value or supplemental tax liability for the current tax year. In addition, the Applicant(s) understands that the separate lots may not conform to existing zoning requirements, and that if any subsequent request for zoning variance is made by the Applicant or a subsequent owner, the fact that the parcel was previously part of other premises may affect one (1) or more factors which are considered when considering a variance (e.g., substantial justice).

If granted by the Town, the Notice of Decision and plan will be recorded at the Rockingham County Registry of Deeds.

Dated this day of 4/23, 2020.

HELEN P. CROWE REVOCABLE LIVING TRUST

Helen P. Crowe, Trustee

STATE OF NEW
HAMPSHIRE
ROCKINGHAM, SS.

Then personally appeared the above named owners and acknowledged the forgoing to be her free act and deed, before me,

SHARON CUDDY SOMERS
MY COMMISSION EXPIRES AUGUST 3, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Notary Public/~~Justice of the Peace~~

My commission expires: August 3, 2021

Staff Use Only

Received by:_____ Date:_____

Fees Collected:_____ Date of BOS Meeting_____

Disposition of the Application (For use by Selectmen/Assessor)

Existing Parcel Identification

Map-Block-Lot	Street Address of Parcel

New Parcel Identification

Map-Block-Lot	Street Address of Parcel
Map-Block-Lot	Street Address of Parcel
Map-Block-Lot	Street Address of Parcel
Map-Block-Lot	Street Address of Parcel
Map-Block-Lot	Street Address of Parcel

Exhibit 2d

Town of Exeter Application for Building Permit and Town of Exeter Driveway Permit

Town of Exeter, New Hampshire

BUILDING PERMIT

Permit No. 03-102

Property Owner: HELEN CROWE AND TOM MCGOVERN

Permanent Address: 65 HIGH STREET
EXETER, NH 03833

Building Address: 65 HIGH STREET
EXETER, NH 03833

To erect, remodel, or reconstruct a building in the Town of Exeter on condition that he or she shall comply with the Zoning Ordinance passed by the Town of Exeter as amended, and all applicable codes as adopted by the Town of Exeter.

This building is located in Zone(s) R-2 **Tax Map Parcel #** 71-106

Name of Contractor: UPRIGHT FENCE CO.
Address: 3601 LAFAYETTE ROAD, PORTSMOUTH, NH 03801 **Telephone:** 422-8797

Date Issued: 5/ 7/ 03 **Expiration Date:** 5/ 7/ 04

Type of Construction FENCE

Use of Building: RESIDENCE-SINGLE FAMILY

Description of Work: REPLACE EXISTING FENCE. ADD NEW FENCE ALONG PORTION OF PROPERTY.

I hereby certify, under the penalties or perjury, that the estimated cost of construction, alteration or remodeling (including labor and materials) is $5,473.00

on file
Permittee

Douglas Eastman (KJB)
Building Inspector

Fee Collected: $37.36

INSPECTIONS

		Remarks	Date	Inspector
Building	1st			
	2nd			
Plumbing	1st			
	2nd			
Electrical	1st			
	2nd			
Final				

Certificate of Occupancy Issued: Number **Date:** **Issued:**

THIS PERMIT EXPIRES ONE YEAR FROM DATE OF ISSUE

Notes:

TOWN OF EXETER - APPLICATION FOR BUILDING PERMIT

FOR OFFICE USE ONLY
BUILDING PERMIT NUMBER: 03-102 DATE APPLIED FOR: 5/06/03 DATE ISSUED: 5/7/03 FEE: 37.36 CASH CHECK #43

APPLICATION FEE: $10.00 PERMIT FEE: $5.00/$1,000. OF ESTIMATED COST OF MATERIALS AND LABOR

PROPERTY OWNER'S NAME: Helen Crane / Tom McCoven TEL.# 778-7991

PROPERTY OWNER'S ADDRESS: 65 High St. Exeter NH 03833

BUILDING ADDRESS (Location of job site): 65 High St.

ZONE: R2 SUBDIVISION: TAX MAP PARCEL #: 71106 (71106)

IS THIS PROPERTY LOCATED IN A SPECIAL FLOOD HAZARD AREA? (to be determined by location on Flood Insurance Maps) YES
If so, construction must comply with Article 9.40 of the Exeter Zoning Ordinance.

NAME OF CONTRACTOR: Upright Fence Co.

ADDRESS: 3601 Lafayette Rd TEL.#: 422-8797 LIC #:

CITY/STATE: Portsmouth, NH 03801

TYPE OF CONSTRUCTION: (Circle description) RESIDENTIAL COMMERCIAL INDUSTRIAL *** NEW REMODEL ADDITION RENOVATI(

PLANS AND/OR SPECIFICATIONS AVAILABLE: YES X NO __ (Attach plans if required by Building Inspector. Attach plot plan, includir all required setback distances. for all construction outside the existing footprint of the structure.)

BRIEF DESCRIPTION OF WORK TO BE DONE (Please complete reverse side of form for any NEW construction.):
- Replace Existing fence; Add new fence along portion of property.

APPROVED

I hereby agree to comply will the Zoning Ordinance adopted by the Town of Exeter as amended and to comply with the B.O.C.A.. Building Code as adopted by the Town of Exeter.

I agree to give the Building Inspector TWENTY-FOUR (24)HOURS NOTICE before any rough wiring. rough plumbing or chimney is covered with wall material. also to notify inspector on completion of job.

I hereby certify. under penalties of perjury. that the estimated cost of construction. alteration. or remodeling (including labor and materials) is $ 5,473.

Does the above estimated cost include electrical and/or plumbing costs? Yes ___ NO ___ (Please specify below.)

Electrical Cost: $ N/A Plumbing Cost: $ N/A

If electrical work involves the replacement or installation of a new meter. a "PERMIT TO ENERGIZE" will also be required from this office prior to the utility company turning on the power.

PLEASE NOTE: ELECTRICAL AD PLUMBING CONTRACTORS ARE REQUIRED TO OBTAIN THEIR OWN PERMITS EVEN IF THE COST OF THEIR WORK IS INCLUDED IN THIS PERMIT. SUCH A PERMIT WILL ONLY REQUIRE PAYMENT OF THE APPLICATION FEE.

DATE: 5/6/03 SIGNED: Helen P. Crane

If other than property owner. please state such relationship: ___

Customer Job Layout

Name Helen Crowe

Address 65 High St.
Exeter, NH 03833

Date deposit rec'd.

Office use only

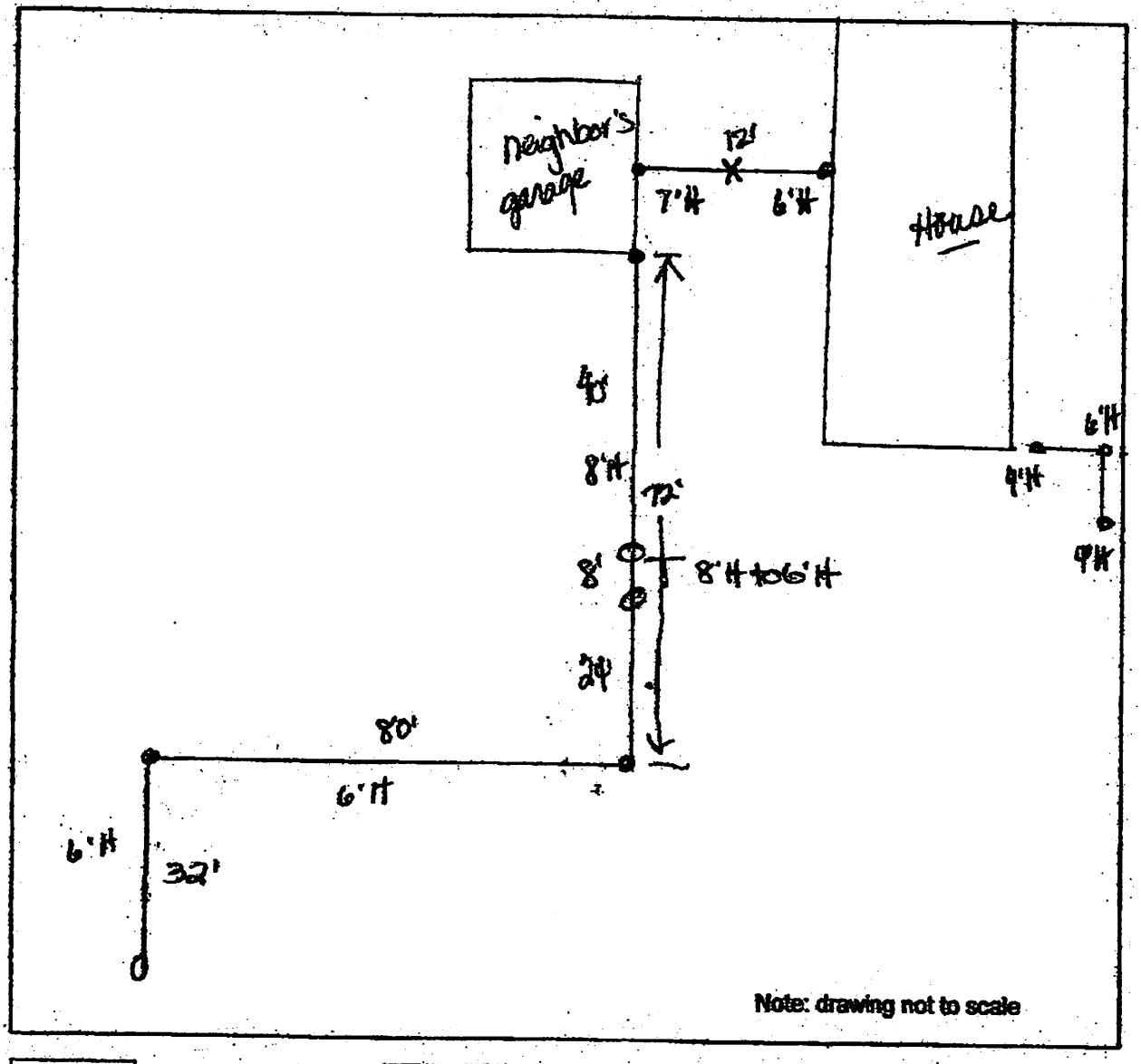
Anticipated installation 3-4 wks

Phone 778-7991

COPY

Customer's Initial of Acceptance:

	Fence	Gate
Crown		
Scallop		
Straight		



	Take down existing
	Remove existing
	Clearing
✓	Electric
✓	Water
	Compressor needed
	Hot tap holes
	Fabric inside
	Fabric outside

	Grade change
	Extra long posts
	Step sections
	Straight on top
	Underground lines
	Gate to swing in
	Gate to swing out
	Ledge
	Roots

	Good side out
	Good side in
	Concrete
	Temp fence
	Rocky
	Status
	Dingo
	Dog Proof

Upright Fence Company, Inc.

UPRIGHT FENCE

The Residential Specialists

3601 Lafayette Road • Portsmouth, NH 03801

May 2, 2003

Helen Crowe
65 High Street
Exeter, NH 03833

Dear Helen,

Thank you for the opportunity to prepare this proposal for you. The following is an estimate for the fence work we discussed.

To supply materials and install:

-5 sections of 8'H Solid Board fence-S4S
using 1" x 4" S4S board, 5" x 5" posts, 2" x 4" molded back rails, post caps, section cap, drilled and doweled construction
-1 sections of 6'H to 6'H transition Solid Board fence-S4S
-18 sections of 6'H Solid Board fence-S4S
using 1" x 4" S4S board, 5" x 5" posts, 2" x 4" molded back rails, post caps, section cap, drilled and doweled construction
-1 section of 7'H Solid Board fence-S4S
using 1" x 4" S4S board, 5" x 5" posts, 2" x 4" molded back rails, post caps, section cap, drilled and doweled construction
$4,848.00

-2 sections of 6'H to 4'H Solid Board transition fence-S4S
using 1" x 4" S4S board, 5" x 5" posts, 2" x 4" molded back rails, post caps, section cap, drilled and doweled construction
$400.00

-Free standing 4'W x 6'H Trellis with window pane lattice set on 5" x 5" posts
$225.00

-Where applicable, take down and removal of the existing fence is included in this proposal.

$5,473 ÷ 3 = 1824.33

-Only #1 grade cedar products are used in the fabrication of all of the fences built and installed by Upright Fence Company, Inc. We also use only solid cedar posting and aluminum nails for fabrication of our cedar fences. This combined with professional installation guarantees you a quality product.

-Our certificate of insurance can be provided upon request. This proposal is valid for 60 days from quote date.

-It is the property owner's responsibility to be aware of the town stipulations in terms of fence location and positioning. Upright Fence Company, Inc., holds no responsibility for the owner's decision when it is not in compliance with town stipulations. Any changes that need to be made in accordance with town laws after the installation of the fence will be the owner's responsibility.

Our fences can be crowned or scalloped at no additional charge. The majority of our cedar fencing is a drilled and doweled construction. Our goal is to provide a quality fence, expertly installed by the owners of the company that will provide years of service and satisfaction. We do not use sub-contractors to install our fencing; therefore we maintain a tight quality control over construction and installation of your fence. We offer a three-year warrantee on materials and installation with the exception of any single gate leaf panel over 48" wide.

We are currently working on a four to five week lead-time for fabrication and installation of our fencing. PVC, aluminum, granite, and stained products installation time frames will vary depending on the delivery time quoted by the individual vendors. Our lead time is determined by many factors; supply and delivery of wood, time of year (spring and autumn are our peaks), digging and installation conditions and, of course, the weather.

Terms: a deposit of 1/3 is required at the time you place your order, 1/3 additional deposit when the crew arrives to start the work and the balance due at the time of completion of your fence project. Should you choose to use Upright Fence Company, Inc. for your proposed fence work, please return an initialed copy of the customer job layout (green sheet) along with a check for 1/3 of the total for the work to be completed to: **3601 Lafayette Road, Portsmouth, NH 03801.** It is important to note that a deposit is required before we can place your order on the list for fabrication and installation. Please feel free to call the office if you have any questions with regards to the proposed estimate of work.

We look forward to being of service to you in the future. And remember...
If it's not *up right*, it isn't UPRIGHT!

Sincerely,

Upright Fence Company, Inc.
3601 Lafayette Road
Portsmouth, NH 03801

Mel

No. 4-89

Town Of Exeter
PUBLIC WORKS DEPARTMENT
10 FRONT STREET
EXETER, NEW HAMPSHIRE 03833
1-603-778-0594 EXT. 112

Town of Exeter
Driveway Permit

Date April 6, 1889 Time 2:35 P.M.

Name of Applicant JAMES W. GRISWOLD

Address 65 HIGH ST Phone 772-3289

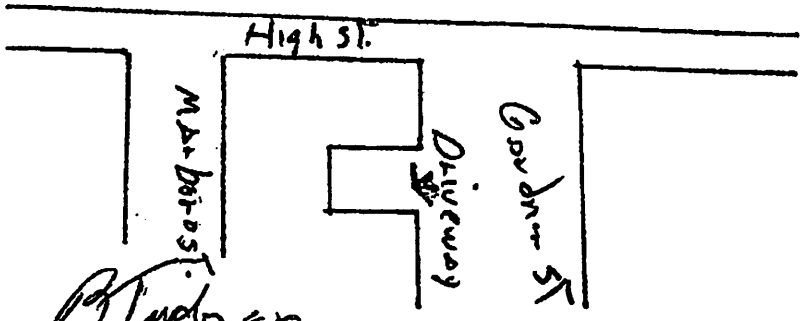
Desired Starting Time APRIL 17

Location of Proposed Driveway OF FROM GARDNER ST

Location of Proposed Driveway

Upon approval of this permit I agree to build a driveway/road entering upon a public right-of-way in accordance with the regulations and specifications set forth by the Town of Exeter. It is the sole responsibility of the applicant to correct any problems and/or conditions created by the construction. Highway Supervisor to be notified upon completion of construction for final inspection.

Applicant Signature James W. Griswold Date April 6. 1989



Approved R Tudor
Highway Supervisor

Notes/Conditons

Approved Paul Pinette / Bob Sanger / Herbert S. Moyer
Selectman

Notes/Conditions

Not Valid Unless Signed

Exhibit 2e

Abutter List

HELEN P. CROWE, TRUSTEE
HELEN P. CROWE REVOCABLE LIVING TRUST
65 HIGH STREET, TAX MAP 71, LOT 106
ABUTTER LIST

OWNER/APPLICANT:	
71/106	Helen P. Crowe, Trustee Helen P. Crowe Revocable Living Trust 65 High Street
ABUTTERS:	
71/38	Grace & Roger Smyth 66 High Street Exeter, NH 03833
71/105	David & Catherine Hudson 7 Gardner Street Exeter, NH 03833
71/101	Todd Bookman & Shania Gates 8 Gardner Street Exeter, NH 03833
71/107	Carl & Elizabeth Stevens c/o PEA 20 Main Street #2369 Exeter, NH 03833
71/100	Kevin Baum & Alyson Eberhardt 69 High Street Exeter, NH 03833
71/37	Mark Harrison & Ann Marie Bailey 60 High Street Exeter, NH 03833
71/110	Clarence & Kimberly Cross 8 Marlboro Street Exeter, NH 03833
ATTORNEY:	Sharon Cuddy Somers, Esq. Donahue, Tucker & Ciandella PO Box 630 Exeter, NH 03833

S:\CN-CR\Crowe, Helen\2020 04 06 abutter list.docx

Exhibit 2f

Town of Exeter Tax Card dated November 18, 1977

TOWN OF EXETER

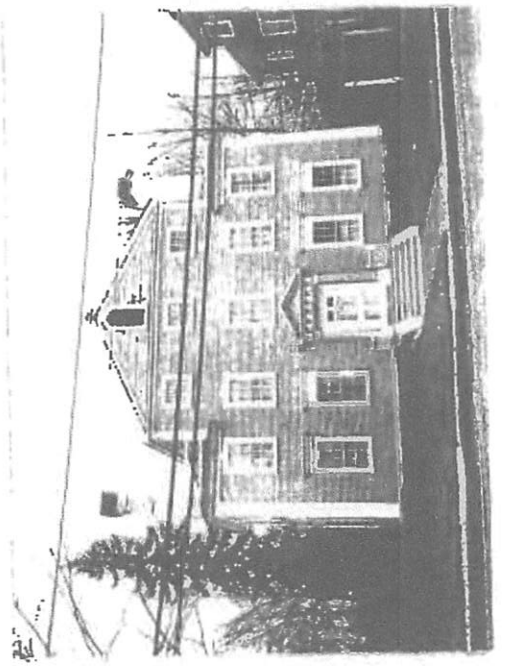
PROPERTY ASSESSMENT RECORD

NEW HAMPSHIRE

MAP NO.	BLOCK NO.	PARCEL NO.	PROPERTY LOCATION	CARD of CARDS
09-10	23	008	L&B 65 High St	

RECORD OF TRANSFER	DATE	BOOK	PG	STAMPS
Griswold, Bonnie D.	7-1-72	2151	498	none
Griswold, James W.	6-23-87	2688	418	Durham 30.00

PHOTO



INTERIOR INSPECTED: X - Bonnie Lee Griswold

DATE: 11-18-77

REMARKS: C-9826 - shows 1/1 on Gardner St. PP6563 - Nov 29, 1983 - Insulation - 4,500

ACREAGE COMPUTATIONS

LAND TYPE		# OF ACRES	PRICE	TOTAL	DEPR.	ASSMT
HOUSE LOT	84%	.24	14000	11760	-	11800
FRONTAGE	109%	.46		15260		15260
FRONTAGE			15000	17620		17600
YEAR						
ZONE R-2						
	20,130 SF	.46				
TOTAL ACRES	10,472.17	.24				

LOT COMPUTATIONS

FRONT	DEPTH	STREET PRICE	DEPTH %	FRONT FT. PRICE	TOTAL	DEPR.	VALUE	% Excl	ASSESSMENT
75	135								
69	145								

LAND FACTORS

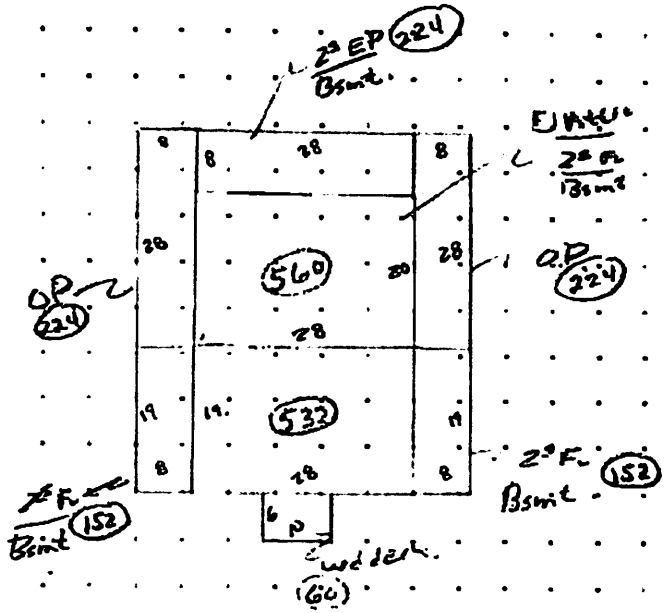
HILLY		NO CITY SEWER	
ROUGH		NO CITY WATER	
HIGH		GRAVEL RD.	
LOW		DIRT RD.	
SWAMPY		NO RD.	

SUMMARY

1971	LAND	6,000
	BLDGS.	46,400
	TOTAL	52,400
1978	LAND	11,900
	BLDGS.	70,900
	TOTAL	82,700
1979	LAND	15,300
	BLDGS.	70,900
	TOTAL	86,200
1980	LAND	15,300
	BLDGS.	70,900
	TOTAL	86,200
1981	LAND	19,600
	BLDGS.	94,600
	TOTAL	114,200
1982	LAND	19,600
	BLDGS.	94,600
	TOTAL	114,200
1984	LAND	19,600
	BLDGS.	95,600
	TOTAL	115,200
1986	LAND	19,600
	BLDGS.	95,600
	TOTAL	115,200
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	
19	LAND	
	BLDGS.	
	TOTAL	

FOUNDATION		BSMT. & ATTIC		PLUMBING		PRICING	
Conc. Walls		Fin. Bsmt. Area	NN	Bath Room 3		Base	11,850
Conc. Blk. Walls		Bsmt. Rec. Room		St. Shower Bath 1	✓	Bsmt. 1½	410
Conc. Slab		Bsmt. Garage 1½	✓	St. Shower Ext.		Walls	
Brick Walls		Attic Fl. & Stairs	✓	Toilet Room 1	✓	Roof	
Stone Walls	✓	Fin. Attic	N/O	Tub First. Bath		Floors	
Piers		INTERIOR FINISH		Laundry Extra		Bsmt. Fin.	-1032
Bsmt. (F)			1 2 3	Sink 1	✓	Attic	560
¼ ½ ¼		Plaster	✓ ✓ ✓	Water Clo. Extra		Dormer	
EXTERIOR WALLS		Knotty Pine		Water Only		Bsmt. Fin.	
Double Siding	✓	Plywood		No Plumbing		Int. Fin.	
Single Siding		Plasterboard					
Shingles				TILING Ceg.		Heat	3320
Conc. Blk.			G F P	Bath Fl.		Auto Ht. Unit	
Face Brk. On		Int. Legend	✓	Bath Fl. & Walns.	✓	Fireplace	2510
Veneer		Int. Cond.	✓	Bath Fl. & Walls		Plumbing	4380
Com. Brk. On		HEATING		Toilet Rm. Fl.		Tiling	380
Mild Com. Brk.		Hot Air		Toilet Rm. Fl. & Walns.			
Vinyl/Alum.		Steam CTRL	✓	Toilet Rm. Fl. & Walls			
Wall Ins.	N/O	Hot Water		St. Shower 1	✓		
Roof Ins.	✓	Air Cond.		Tub Area 1	✓	Total	
		Floor Furn.					
ROOFING				COMPUTATIONS			53,100
Asph. Shingle	✓	Pipeless Furn.		532	S. F.		59,332
Wood Shingle		No Heat 3		60	S. F.	4.20	252
Asb. Shingle		Oil Burner (1)	✓	152	S. F.	45.10	6855
Tile		Coal Stoker		224	S. F.	7.25	1624
Tar		Gas		224	S. F.	20.55	4603
ROOF TYPE		Electric		224	S. F.	7.25	1624
Gable ✓	Flat			152	S. F.	45.10	6855
Hip	Mansard	FIREPLACES		560		44.00	24,640
Gambrel		Fireplace Stack 2	✓				
FLOORS		Fireplace 2	✓				
Conc.	✓	LIGHTING					
Earth		No Elect.					
Tile	½						100,353
Hardwood		ROOMS		TOTAL			44,751
Asph. Tile	½	Bsmt.	1st 4+TR	FACTOR		+20	1.20
Vinyl		2nd 4+2B	3rd 3+B	REPLACEMENT			119,185
Carpet/Sub.	½ ✓						

LAND COST
BLDG. COST
PURCH. DATE 72
PURCH. PRICE
RENT



OUTBUILDINGS	1	2	3	4	5	6	7	8	9	10		1	2	3	4	5	6	7	8	9	10
Pier Found.											Floor										
Wall Found.											O. H. Door										
Sgle. Sdg.											Roll Roofing										
Dble. Sdg.											Shingle Roof										
Shingle Walls											Plumbing										
Cement Blk.											Electric										
Brick											Int. Finish										

MEASURED
LISTED
DATE 11-18-77
PRICED

OCCUPANCY	CONSTRUCTION	SIZE	AREA	CLASS	AGE	REMOD.	COND.	REPL. VAL.	Phy. Dep.	PHYS. VALUE	Funct. Dep.	ACTUAL VAL.	% Fact	ASSESSMENT
MLG. 1 Fam	3 A BR	5R		IV	1916		A+	119,185	90	83,430	15	70,915		70,100
1								150,113	30	105,171	10	94,[illegible]		94,[illegible]
2								151,934	30	106,114	10	95,592		95,600
3														
4														
5														
6														
7														
8														
9														
0														
												TOTAL		

Exhibit 2a

Current Deed recorded in Rockingham County Registry of Deeds Book 4269, Page 2568

Courtesy of Signature Escrow & Title Services

BK4269PG2568

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
XX THOUSAND XX HUNDRED AND 40 DOLLARS
041504 658670 $40.00
VOID IF ALTERED

0023239

THIS IS A CONTRACTUAL TRANSFER, BUT NO CONSIDERATION HAS BEEN PAID, THE TRUST HAVING BEEN CREATED AND FUNDED FOR ESTATE PLANNING PURPOSES AS A TESTAMENTARY SUBSTITUTE; REV. 802.10 SUBJECT TO MINIMUM TRANSFER TAX

2004 APR 15 AM 11:30

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Thomas F. McGovern and Helen P. Crowe**, husband and wife, of 65 High Street, Exeter, New Hampshire 03833, for consideration paid, grant to **Helen P. Crowe, Trustee of the Helen P. Crowe Revocable Living Trust**, u/d/t dated April 14, 2004, having an address of 65 High Street, Exeter, New Hampshire 03833, with QUITCLAIM COVENANTS, the following described premises:

Two certain pieces or parcels of land, together with the buildings thereon, situated in Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

Parcel One: A certain piece or parcel of land, with the buildings thereon, situated on the Southerly side of High Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:

Northerly by said High Street; Easterly by Gardner Street; Southerly by land formerly of Fannie F. Baker; Westerly by land formerly of Mabel A. McReel.

ROCKINGHAM COUNTY REGISTRY OF DEEDS

Parcel Two: Another tract of land, with the buildings thereon, situated on the Westerly side of Gardner Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:

Lot 8 1950 plan

Beginning at the Northeast corner of the granted premises at an iron peg drive at a point 137 feet South of High Street and thence running West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Gardner Street; thence North by said Gardner Street 69 feet to the bound begun at.

Meaning and intending to describe and convey the same premises conveyed to Thomas F. McGovern and Helen P. Crowe by deed of Bonnie Day Griswold dated May 31, 2001 and recorded in the Rockingham County Registry of Deeds at Book 3591, Page 2118.

Said parcel is conveyed subject to any and all encumbrances of record, as the same may apply to the premises herein described.

No title search requested.

We, Thomas F. McGovern and Helen P. Crowe, said Grantors, release to said Grantee all rights of homestead and any other interests therein.

EXECUTED this 14th day of April, 2004.

Witness Charles F. Tucker

Thomas F. McGovern

Witness

Helen P. Crowe

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

On this 14th day of April, 2004, before me, personally appeared Thomas F. McGovern and Helen P. Crowe, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public/~~Justice of the Peace~~
Printed Name: Charles F. Tucker
My Commission expires: 30 May 2004

S:\McGovern Thomas & Crowe Helen\Estate Planning\Deed.wpd

Exhibit 2c

Recorded Plans recorded in the Rockingham Registry of Deeds Plan C-8926 and Plan #0081

PLAT OF LAND
TO
BONNIE D. GRISWOLD
IN
EXETER, N. H.
SCALE: 1" = 20' AUG, 1980
PARKER SURVEY ASSOC., INC.
EXETER & SEABROOK, N. H.

N/F PARSONS LOT 11

N/F PITCHFORTH LOT 10

HOT TOP

SET 1 PIN

DETAIL (NOT TO SCALE)

LOT 8
10,020 SQ. FT. ±
931 M.M.±
R.C.R. 2151-498

SET D.H. IN CONCRETE

HIGH STREET

GARDNER STREET

137.1' TO

LOT 7

FOR RECORDING PURPOSES ONLY
EXETER PLANNING BOARD
Chairman
Clerk

DATE 8/28/80

LOCUS MAP
(NOT TO SCALE)

NOTE: SEE R.C.R. PLAN NO. 0091

C-9826

4100


Gardner Street
#8
#9
High Street
S
W
N
E
Received and Recorded
February, 14, 1888.

BK3591PG2118

WARRANTY DEED

Bonnie Day Griswold, a married person, of Exeter, New Hampshire, for consideration paid, grant(s) to **Thomas McGovern and Helen Crowe, husband and wife, as joint tenants with rights of survivorship**, of 1335 E Market Street, Charlottesville, Albemarle County, Virginia, 22902, with **WARRANTY** covenants, the following described premises:

Two certain pieces or parcels of land, together with the buildings thereon, situated in Exeter, County of Rockingham, State of New Hampshire bounded and described as follows:

Parcel One: A certain piece or parcel of land, with the buildings thereon, situated on the Southerly side of High Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:

Northerly by said High Street; Easterly by Gardner Street; Southerly by land formerly of Fannie F. Baker; Westerly by land formerly of Mabel A. McReel.

Parcel Two: Another tract of land, with the buildings thereon, situated on the Westerly side of Gardner Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:

Beginning at the Northeast corner of the granted premises at an iron peg drive at a point 137 feet South of High Street and thence running West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Gardner Street; thence North by said Gardner Street 69 feet to the bound begun at.

Being the same premises conveyed to Bonnie Day Griswold by Quitclaim Deed of James W. Griswold dated August 20, 1991 recorded in the Rockingham County Registry of Deeds at Book 2888, Page 0140.

James W. Griswold, husband of said Grantor, releases to said Grantee all rights of homestead and other interests, if any, herein.

038428

2001 JUN -4 PM 12:09

WITNESS our hands this 31 day of May, 2001.

ROCKINGHAM COUNTY REGISTRY OF DEEDS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
6 THOUSAND 4 HUNDRED AND 50 DOLLARS
060401 487001 $6450.00

Bonnie Day Griswold
Bonnie Day Griswold

James W. Griswold
James W. Griswold

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 31st day of May, 2001, by **Bonnie Day Griswold and James W. Griswold**.

PATRICIA M. ELLIS
STATE OF NEW HAMPSHIRE
NOTARY PUBLIC

Patricia M. Ellis
Justice of the Peace/Notary Public
My Commission Expires:

G:\WARRDEED.WPD

Deeds in Chain of Title

AUG 21 1 31 PM '91

ROCKINGHAM COUNTY REGISTRY OF DEEDS

STATUTORY FORM OF

Quitclaim Deed

2588 P0140

JAMES W. GRISWOLD of Exeter,

Rockingham County, State of New Hampshire for consideration paid, grant to

BONNIE DAY GRISWOLD a/k/a BONNIE D. GRISWOLD

of 65 High Street, Exeter
(Street) (Town or City)

Rockingham County, State of New Hampshire, with QUITCLAIM covenants,

the following described premises:

All my right, title and interest in and unto two certain pieces or parcels of land, together with the buildings thereon, situated in Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

A certain piece or parcel of land, with the buildings thereon, situated on the Southerly side of High Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:
Northerly by said High Street; Easterly by Gardner Street, Southerly by land formerly of Fannie F. Baker; Westerly by land formerly of Mabel A. McReel.

Also, another tract of land, with the buildings thereon, situated on the Westerly side of Gardner Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:
Beginning at the Northeast corner of granted premises at an iron peg driven at a point 137 feet South of High Street and thence running West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Garnder Street; thence North by said Gardner Street 69 feet to the bound begun at.

Being the same premises conveyed in deed of Bonnie Day Griswold a/k/a Bonnie D. Griswold, to James W. Griswold, creating a joint tenancy with full rights of ownership vesting in the survivor, dated June 23, 1987, recorded in Rockingham County Registry of Deeds, Book 2688, Page 418.

The Grantor and Grantee are husband and wife.

I, BONNIE DAY GRISWOLD a/k/a BONNIE D. GRISWOLD, being the Grantee named herein, join in this conveyance for the purpose of acknowledging and accepting delivery of this deed and the interest in said premises herein conveyed.

THIS CONVEYANCE IS A NON-CONTRACTUAL TRANSFER.

husband

WITNESS our hands this 20th day of August, 19 91

Witness: Robert B. Gower

James W. Griswold

STATUTORY FORM OF

Quitclaim Deed

BK2688 P0418

BONNIE DAY GRISWOLD a/k/a BONNIE D. GRISWOLD of Exeter, Rockingham County, State of New Hampshire for consideration paid, grant to JAMES W. GRISWOLD, to be held by him with this Grantor in joint tenancy with full rights of ownership vesting in the survivor and not as tenants in common 65 High Street (Street) Exeter (Town or City) Rockingham County, State of New Hampshire (State) the following described premises:

All my right, title and interest in and unto two certain pieces or parcels of land, together with the buildings thereon, situated in Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

A certain piece or parcel of land, with the buildings thereon, situated on the Southerly side of High Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:
Northerly by said High Street; Easterly by Gardner Street, Southerly by land formerly of Fannie P. Baker; Westerly by land formerly of Mabel A. McReel.

Also, another tract of land, with the buildings thereon, situated on the Westerly side of Gardner Street, in Exeter, County of Rockingham, State of New Hampshire, bounded as follows:
Beginning at the Northeast corner of granted premises at an iron peg driven at a point 137 feet South of High Street and thence running West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Garnder Street; thence North by said Gardner Street 69 feet to the bound begun at.

Being the same premises conveyed to me by deed of James W. Griswold, dated July 1, 1972, recorded in Rockingham County Registry of Deeds, Book 2151, Page 498.

It is my intention that the said Grantee and I shall hold this property as joint tenants as herein stated and that the survivor shall become seized of the whole.

The Grantor and Grantee are wife and husband.

I, JAMES W. GRISWOLD, being the Grantee named herein, join in this conveyance for the purpose of acknowledging and accepting delivery of this deed and the interest in said premises herein conveyed.

[redacted]

WITNESS our hands this 23rd day of June, 19 87

Witness:

Ernest Mitchell
To Hold

Bonnie Day Griswold
Bonnie Day Griswold

James W. Griswold
James W. Griswold

41236

JUN 24 3 05 PM '87

ROCKINGHAM COUNTY REGISTRY OF DEEDS

BK 2151 PG 498

CONSIDERATION UNDER $100.00
NO STAMPS NECESSARY

Book 2151 Page 0498

Quitclaim Deed

12777

I, JAMES W. GRISWOLD of Exeter,

Rockingham County, State of New Hampshire, for consideration paid, grant to

BONNIE D. GRISWOLD

of 65 High Street (Street) Exeter (Town or City)

Rockingham County, State of New Hampshire with QUITCLAIM covenants the following described premises:

(Description and encumbrances, if any)

A certain piece or parcel of land together with the buildings thereon, situated on the Southerly side of High Street in Exeter, New Hampshire, and bounded as follows:

Northerly by said High Street; Easterly by Gardner Street; Southerly by land formerly of Patrick Mitchell; Westerly by land formerly of Mabel A. McReel.

Also another tract of land with the buildings thereon situated on the Westerly side of Gardner Street in said Exeter, and bounded as follows:

Beginning at the Northeast corner of granted premises at an iron peg driven at a point 137 feet South of High Street and running thence West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Gardner Street; thence North by said Gardner Street 69 feet to bound begun at.

Being the same premises conveyed by Warranty Deed of Edward E. Emerson and Margaret L. Emerson to James W. Griswold and Bonnie D. Griswold, as joint tenants, dated October 18, 1951 and recorded in Rockingham Records, Book 1226, Page 314.

The Grantor and Grantee are husband and wife.

I, Bonnie D. Griswold, being the Grantee named herein join in this conveyance for the purposes of acknowledging and accepting delivery of this deed and for the premises herein conveyed.

WITNESS our hands and seals this [illegible] day of July, 1972.

Witness:

James W. Griswold

Bonnie D. Griswold

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this [illegible] day of July, 1972 by James W. Griswold and Bonnie D. Griswold

1226 314

Know all Men by these Presents

THAT we, Edward E. Emerson and Margaret L. Emerson, husband and wife, of Greenfield, in the County of Franklin, and Commonwealth of Massachusetts,

in consideration of One dollar and other valuable considerations to us paid by James W. Griswold and Bonnie D. Griswold, husband and wife, of Exeter, in the County of Rockingham, and State of New Hampshire, as joint tenants with the right of survivorship and not as tenants in common,

the receipt whereof we do hereby acknowledge, have given, granted, bargained, sold and conveyed and do for ourselves and our heirs, by these presents, give grant, bargain, sell and convey unto the said James W. Griswold and Bonnie D. Griswold, as joint tenants with the right of survivorship and not as tenants in common, the survivor of them, their heirs and assigns, forever. A certain piece or parcel of land together with the buildings thereon situate on the Southerly side of High Street in Exeter, New Hampshire, and bounded as follows:

Northerly by said High Street; Easterly by Gardner Street; Southerly by land formerly of Fannie F. Baker; Westerly by land formerly of Mabel A. McReel.

Also another tract of land with the buildings thereon situate on the Westerly side of Gardner Street in said Exeter, and bounded as follows:

Beginning at the Northeast corner of granted premises at an iron peg driven at a point 137 feet South of High Street and running thence West by land formerly of said Baker and of Mabel A. McReel 145 feet to land now or formerly of Harlan J. Philbrook; thence South by said Philbrook's land and land now or formerly of Patrick Mitchell 65 feet; thence East by land now or formerly of Carl Akeley 145 feet to said Gardner Street; thence North by said Gardner Street 69 feet to bound begun at.

Meaning and intending to convey hereby the same premises conveyed to us by Florence Baker Clark, Executrix of the will of Dana W. Baker, by her deed dated 14 October 1944, and recorded with Rockingham County Registry of Deeds, Book 1033, Page 32.

Taxes are to be pro-rated as of the date of this deed.

To have and to hold the aforesaid premises, with all the privileges and appurtenances thereto belonging, to the said grantees James W. Griswold and Bonnie D. Griswold, the survivor of them, their heirs and assigns, to their use and behoof forever. And we do covenant with the said grantees, the survivor of them, their heirs and assigns, that we are lawfully seized in fee of the afore-described premises; that they are free of all incumbrances;

that we have good right to sell and convey the same to the said grantees in manner aforesaid;

and that we and our heirs will warrant and defend the same premises to the said grantees, their heirs and assigns, forever, against the lawful claims and demands of all persons whomsoever.

And I, we are husband and wife.

~~[illegible]~~

And we, and each of us, hereby release our several rights of Homestead in said premises, under and by virtue of any law of this State.

In Witness Whereof we, Edward E. Emerson and Margaret L. Emerson, have hereunto set our hands and seals this EIGHTEENTH day of OCTOBER in the year of our Lord, one thousand nine hundred and fifty-one.

Signed, sealed and delivered in presence of us:

Witness to both signatures.

Edward E. Emerson

Margaret L. Emerson

FRANKLIN SS. COMMONWEALTH OF MASSACHUSETTS

October 18, 1951. Then the above named Edward E. Emerson and Margaret L. Emerson personally appearing, acknowledged the above instrument to be their free act and deed, before me—

Notary Public

My commission expires November 22, 1957

Commonwealth of Massachusetts

FRANKLIN COUNTY, } SS.

I, BEULAH U. CLIFFORD, Clerk of the Superior Court, which is a Court of Record for the County and Commonwealth aforesaid, do hereby certify that Jessie B. Thompson Esquire, whose name is subscribed to the certificate of proof or acknowledgment of the annexed instrument, and therein written, was at the time of the taking of such proof or acknowledgment, a

Notary Public

within and for said County, residing in said County, duly authorized by the laws of Massachusetts to take the same and the proof or acknowledgment of deeds to be recorded therein; and that I am well acquainted with the handwriting of said Jessie B. Thompson and verily believe that the signature to the said certificate is genuine; and I certify that the said instrument is executed and acknowledged according to the laws of this State. No impression of Notarial seal required to be deposited by laws of Massachusetts.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said Court at Greenfield this 18th day of October A.D. 1951

FY20 Quarterly Financial Report – January 1, 2020 – March 31st 2020 (Q1)

TOWN OF EXETER
10 FRONT STREET • EXETER, NH • 03833-3792 (603) 778-0591 •FAX 772-4709
www.exeternh.gov

TO:	SELECT BOARD AND RUSS DEAN, TOWN MANAGER
FROM:	DOREEN CHESTER, FINANCE DIRECTOR
SUBJECT:	BUDGET VS ACTUAL FINANCIALS (UNAUDITED) & HIGHLIGHTS AS OF 3/31/20 & 3/31/19
DATE:	MAY 18, 2020

General Fund Budget vs. Actual Revenues

General Fund Revenues

As of the first quarter ended, March 31, 2020, General Fund ("GF") actual revenues are $ 1.2M versus budgeted revenue of 20.3M(including warrant articles). Revenues are currently flat at $1.2M year-over-year, for the quarters ending March 31, 2020 and 2019.

Uncollected property tax liens are $ $651.6K as of 3/31/20. The balance has decreased by $310K from the prior year. Uncollected property taxes from 2019 are $658.5K with a total property tax balance uncollected of $1.3M.

Due to the economic impact of the Covid-19 pandemic, it is anticipated that overall revenue will drop in the second quarter and potentially in the third and fourth quarters of FY20. Estimates are unknown at this time, since the pandemic is unprecedented. More information will be known about property tax and other revenue after the second quarter report ending June 30, 2020. Meanwhile, the Town Manager and Finance Department are working with all Town departments to make budget cuts for FY20.

General fund revenue highlights for the first quarter of the current year are:

- Interest on Property Taxes: $13.6K ($ 93K decrease from prior year)
- Motor Vehicle Revenues: $ 743.8K ($13.7K decrease from prior year)
- Building & Permit Fees: $ 76K ($47K increase over prior year; so far building projects continue)
- Other Permits and Fees: $ 17.2K (slight increase of 1.2K over prior year)
- State Highway Block Grant: $62.9K (slight increase of $1.5K over prior year)
- Other State Grants: $10.6K (increase of $8.5K due to MTAG Grant in FY20)
- Income from Departments: $ 240.7K ($33K increase over prior year)
    - Due to increased refuse fees collected (blue bags, $23.4K increase and security alarm revenue increase of $7.2K)
- Interest Income $ 45K (increase of $30K over prior year)
    - Citizens Bank offered a higher interest rate of 2.35% for funds placed in an investment account in FY19 through January FY20; Since the Federal government dropped interest rates due to the pandemic, interest rates on savings have fallen to .20% at Citizens Bank.
- Rental Revenues: $14.6K ($4.8K higher than prior year, but may change if refunds are needed for Town Hall rentals)

Amounts voted from fund balance are $150K for the Sick Leave Trust and Snow/Ice Deficit Fund and do not effect current year net income.

General Fund Budget vs Actual Expenditures

Overall, general fund expenditures are $ 4.2 M or 21% spent through the first quarter of 2020 versus $4.1M in spending or 21% in the prior year..

General Government Group (BOS, TM, HR, Legal, TC, EL and MO)

- General government group expenditures are $ 267.7K or 28% spent through the current quarter and prior year was $265K or 30% spent representing a slight increase of $1.9K year over year.
    - Legal expenses are$21.5K or 27% spent and up by $ 11K over the prior year.
    - Liability insurance is down $23K year-over-year due to the movement of train station liability insurance to other structures budget.
    - Human Resources is $23K or 15.5% sent or $4K more than last year. The first quarter of 2020 contains part-time wages and payroll taxes approved in the March FY19. The part-time hire did not begin working for the Town until June 2019.
    - Town Clerk expense are $81.6K or 23% spent versus $$75K or 21% spent in the prior year. The increase of $6K is due to the timing of the software contract payment of $8K paid in the first quarter of FY20 net of decreases in contract services, health and dental insurance of $2K.

Finance Group (Finance, Tax, Assessing and IT)

- Finance group expenditures are $232K or 24% spent against the current year budget. Actual expenditures are up by $28K over the prior year.
    - The increase is due to a Vision upgrade increase of $24K in Assessing, Finance increases of $6K for software maintenance and health insurance of $3.4K offset by other decrease in IT and Tax Collection of $5K

Planning, Other Boards and Building Inspection Departments

- Planning and Building Inspection expenses are $ 111.9K or 20% spent against the budget for current year vs 116K in the prior year, which is a decrease of $4.8K.
    - Planning expenses are up year over year by $6.5K most of which is due to timing of planning study expenses of $4K occurring earlier in FY20.
    - Building Inspection expenses have decreased by $2.8K from the prior year and is mostly attributable to a $2.5K drop in health insurance premiums due to plan changes and other miscellaneous decreases.
    - Historic District Commission has decreased by $8.8K due to the timing of grant match expenses in FY20 vs FY19.

Police Department

- Police department expenditures are $810K or 22 % spent against the current year budget, which is a decrease of $ 36.5K from the prior year.
    - **Police Administration** expenses are $ 171K or 21% spent and have decreased by $17.5K from the prior year. There is an $11K drop in wages and a $14K drop in employer NHRS contributions. Wages are less because of a prior year retirements in Police Administration with positions filled at lower costs. NHRS changed the rate from 29.43% to $28.43& as of July 1, 2019. These decreases are offset by a health insurance increase of $4K, uniforms increase of $2.5K and other miscellaneous increases of $ 1.5K.
    - **Police Staff** expenses are $131.9K or 21% spent. Expenses have decreased by $31.1K from the prior year. A decrease of $42.5K is due to a change in prosecutorial services moving from Rockingham County to in-house staff with some supplementation by a contractor. The decrease is offset by increases in wages, taxes and benefits of $ 10.8K per the police union contract and other miscellaneous expense increases of $1.1K.
    - **Police Patrol expenses** are $420K or 22% spent against the budget that is a small increase in $2.8K over the prior year. Wages, benefits and taxes have increased by $5.5K but are offset with decreases in investigation costs of $2K and other miscellaneous general expense increases of $.7K.
    - **Police Communications/Dispatch** expenses are $ 85.8K or 21% spent. Current year expenses have increased by $9.6K over the prior year. Wages are up by $9.6 due to a retirement of a long-term dispatcher in the first quarter of the year. The wages include accrued vacation for FY20.

Fire Department

- Fire Department expenses are $833K or 21% spent against budget at the end of the first quarter. The amount represents a $30.9K increase from the prior year.
    - **Fire Administration** expenses are $ 131K or 22% spent which reflect a $3.1K increase over the prior year. Most of the increase is part-time wages for an administrative assistant that began working in the 2nd quarter of FY19.
    - **Fire Suppression** expenses are $671K or 21% spent which reflects an increase of $32K in the first quarter. Wages, taxes and benefits have increased by $35K per fire union contract offset by other general expenses of $3K.
    - **Emergency Management** expenses are $4K or 8% spent year-to-date and a decrease of $4K from the prior year due to timing of shelter equipment purchased. This will most likely increase over the next three quarters due to the pandemic.
    - **Health Department** expenses are relatively flat year-over-year at $27K.

Public Works Department

- The Public works department budget is $907K or 16% spent against the current year budget that reflects a decrease of $132K from the prior year which had $1M in expenditures.
    - **Public Works Administration** expenses are 77.9K or 19% spent against the current year budget. The department is 4.5K higher than the prior year. There is a $7K decrease in wages, taxes and benefits due to the resignation of the engineering technician in January of 2020. The position was not replaced and is temporarily on hold due to the pandemic. The decrease is offset by the $12K cost of fuel in the master fuel account. Fuel costs are allocated among various departments on a monthly basis.
    - **Highway** expenses are $249K or 12% spent versus $236K or 11% spent in the prior year with a $13K increase year-over-year. The increase is directly related to wages, taxes and benefits per SEIU union contract.
    - **Snow removal** expenses are $140K or 42% spent against the current year budget. In the prior year, $270K or 86% of the snow removal budget was expended by the end of the first quarter. The year-over-year variance of $129.7K is due to decreased storms in the first quarter of 2020.
    - **Solid waste disposal** expenses are $204.6K or 16% spent against and is $36K lower than the prior year. The decrease is due to timing of payment for Waste Management invoices. There are only two payments recorded in Q1 of FY20 versus three payments in Q1 of FY19.
    - **DPW Maintenance** expenses are $203.5K or 17% expended. The department has a small total year-over year variance of $1.7K.
        - There is a $9K savings in the maintenance department due to the vacancy left by the HVAC technician in early January of 2020. The position is still open and might not be filled due to the pandemic.
        - The $9K in savings above are offset by an increase in custodial supplies of $6.5K. The mechanic garage department has an increase of $5K due to normal wage increases under the SEIU union contract and a change in health insurance plans.
        - Maintenance of Town buildings and other structures has dropped by $3.5K from the prior year.

Welfare

- The welfare department is $24K or 33% spent through the first quarter. There is a $7K increase over the prior year due to State programs for the indigent that were eliminated and a general increase in demand for welfare services. Rent expense for those in need have increased by $10K over the prior year and is slightly offset with a decrease in electricity of $3K.

Parks & Recreation

- Parks & Recreation expenses are $105K or 19% spent to date that is a decrease of $6.1K from the prior year.
    - Recreation has gone up by $6.2K due to budgeted wages, taxes and benefits increases for four non-union employees.
    - Parks has a $12.3K decrease due to less contracted services of $14K and increases of $.5K for SEIU union wages, taxes and benefits and a $ 1.2K increase for equipment and supplies.

Library

- Library expenses are $285K or 28% spent to date with a $48K increase year over year. The increase is mostly due to the timing of payments to the Library for public services.

General Fund Debt Service (Interest Only 1st Quarter)

- General fund debt service interest payments have decreased by $12.4K due the retirement of debt for the Norrisbrook Culvert in FY19 and declining interest costs for other general fund bond obligations.

General Fund Net Income

- General Fund Net Deficit is $(2.35)M current year versus $ (2.42)M in the prior year. The majority of revenue in the general fund is generated from property taxes. First half property taxes are billed in May and are due in the beginning of July. It is unknown at this time how the economic impact of the pandemic will affect the Town's collection of property taxes. More will be known by the next quarterly report.

Water Fund Budget vs. Actual Revenue and Expenditures

Water Fund Revenues

- Water Fund ("WF") enterprise revenues are $849.3K or 23% collected against the budget as of the first quarter of FY20. Gross revenues for the prior year are $850.7K or 26%.
    - Water consumption is $682.4K and down by $13.7K from the prior year. Water service charges are $ 151K, which is up by 6.9K over the prior year. New water rate increases became effective for the October 2019 billing cycle.
    - Water Fund receivables are currently $500K as of the end of the current first quarter. The amount includes $457K in current year billings. It is unknown at this time if the pandemic will have an impact on water payments by ratepayers.
    - Water shut-offs are not permitted for non-payment at this time due to the Governor's orders.

Water Fund Expenses

- Total water fund expenses are $915K or 24% at the end of the first quarter ending 3/31/20 and represents a $106.8K increase over the same period ended 3/31/19.
    - **Water Administration** expenses are $127.3K or 32% spent. These expenses reflect a $12.8K increase over the prior year and is directly due to wages, taxes and benefits increases for 50% wages, taxes and benefits of an assistant water and sewer engineer hired in late 2019. The increase is offset by a $1K decrease in legal/public notices and other decreases of $.2K.
    - **Water Billing** expenses are $ 41.8K or 23% expended versus $42.9K or a $1.1K decrease from the prior year. The decrease is directly related to the retirement of the Deputy Tax Collector/Water & Sewer Clerk. The 25% allocation of wages, taxes and benefits to the water billing department for this position is lower due to a new hire starting at the lower end of the pay scale.
    - **Water Distribution** expenses are $136.8K or 16% spent in the current year. Prior year expenses are $148.9 or $12 lower. The year-over-year decrease is due to the timing of the water tank maintenance payment of $39K, which occurred in the first quarter of 2019, but did not yet occur in FY20. The increase is offset by a $12.6K increase in FY20 for backflow/metering expenditures.
    - **Water Treatment** expenditures are $153.9K or 19% spent versus $138.8K in spending in the prior year. The $15K expenditure increase is due to additional wages, taxes and benefits of $3.8K per SEIU union contract, natural gas costs of $5.2K due to timing of payments, (3 in current year and 2 in prior year) and the timing of payments for the water scada software maintenance for $7K offset by a $1K decrease in lab testing.

      Water Fund Debt Service expenditures expenses have increased by $92K in the current year due to the first year of debt service interest paid for the surface water treatment plant in Q1 of FY20.
    - **Water Fund Net Deficit is** $(66) K in the current year compared to a positive $42K in the prior year and reflects a decrease of $108K. All of the above revenue and expense factors discussed above are the mechanics for the net deficit or bottom line.

Sewer Fund Budget vs. Actual Revenues and Expenditures

Sewer Fund Revenues

- Sewer Fund ("SF") enterprise revenues through the current quarter are $1.44M or 19% collected. The prior year reflects revenues of $894K or 32 % collected. The biggest driver of the $550K increase to revenues is the new sewer rate increase that became effective in October 2019.
    - Uncollected revenue for the sewer fund is $1.2M as of March 31, 2020. Current receivables reflect a balance of $ 865K. . It is unknown at this time if the pandemic will have an impact on sewer payments by ratepayers.

Sewer Fund Expenses

- Sewer Fund expenses are $619K or 8% spent against budget through the first quarter of 2020 compared to $525K or 19% spent against budget in the prior year. The current year sewer budget is $7.8M versus $2.8M in the prior year. The large increase is due to the additional personnel and operating expenses required to run the new wastewater treatment plant.
    - **Sewer Administration** expenses are $151K representing an increase of $13K over prior year. It is directly due to 50% wages, taxes and benefits of an assistant water and sewer engineer hired in late 2019.
    - **Sewer Billing** expenses are $41.1K in the current year versus $42.3K in the prior year representing a $1.3K decrease. Similar to water billing, the decrease is related to the retirement of the Deputy Tax Collector/Water Sewer Clerk. The 25% allocation of wages, taxes and benefits to the sewer billing department for this position is lower due to a new hire starting at the lower end of the pay scale.
    - **Sewer Collection** expenses are $133K or 19% spent versus the prior year of $ 118K or 18% spent. The increase of $14.7K over the prior year are due to pump control maintenance of $ 7.7K pipe relining of $4K, CSO monitoring of $2.5K and GIS software of $ 2.3K offset by other decreases of $1K.
    - **Sewer Treatment** expenses are $227.4K in the current year versus $ 155.9K in the prior year reflecting an increase of $71K.
        - The new wastewater treatment plant that went online in late 2019 dramatically affected the sewer treatment budget. This budget went from $865K in FY19 to $ 1.4M in FY20 to support the new operation costs and debt service of the wastewater treatment plant.
            - Major cost components of the new plant are more wastewater technicians, electricity for lagoon aerators; laboratory testing, equipment maintenance, wastewater treatment chemicals, natural gas for heating buildings and fuel for generators.
        - The variance for this quarter is due to increases in wages, taxes and benefits of 36.5K related to additional staff needed to run the plant and SEIU union contract wage increases, electricity of $12.4K and solids handling $39K. The increases are offset by timing of payments for lab tests of $16.2K.

- **Sewer Fund Debt Service** expense is $64K versus $68K in the prior year. The $4K decrease is due to the decline of debt service interest for older projects.
    - Debt service is budgeted for $ 4.85M in FY20. Overall, sewer fund debt service has increased by 88% in FY20 due to the commencement of State Revolving Fund loan payments in December 2019 for the Wastewater Treatment Plant. As of the first quarter, no current year payments were due for the wastewater treatment plant.

Sewer Fund Net Income

- Sewer Fund Net Income is $818.9K in the current quarter. It has increased by $450.5K over the same period in the prior year. All of the above revenue and expense factors discussed above are the mechanics of the net deficit or bottom line.

Revolving Funds - Budget vs. Actual Revenues and Expenses

Cable Television Revolving Fund ("CATV")

Revenue

- Cable franchise fee revenue has not been received as of March 31, 2020. Comcast pays the first installment of cable franchise fees in the second quarter of the Town's fiscal year.

Expenses

- Wages and benefits are $20.5K or 15% spent against the current year budget versus $25.3K spent against budget in the prior year. The variance of $4.8K is due to less work available to part-time employees, because of the pandemic.

- General expenses are $54.8K for the current year and $60.5K in the prior year. These expenses include expenses for channels 13, 22 and 98, contracted and legal services, capital outlay, internet services, software and equipment maintenance.

Net Deficit

- Net Deficit is $ $(54.8K) for the first quarter of the current versus $(60.3K) in the prior year. A net deficit is typical in the CATV fund for the first quarter, due to the timing of Comcast revenues.

Recreation Revolving Fund ("RR")

Revenue

- Recreation revolving fund revenues are $ 279.9K in the current year versus $ 320K collected in the prior year and represents a decrease of $40K from the prior year. This fund relies on revenue from programs, events, trips, sponsorships and sports. All of the activities have been curtailed due to Covid-19 and refunds are being issued.

- As of the time this report was written, the recreation department had issued the following refunds through April 30, 2020 as follows: Spring Sports Programs $10.1K, summer camp $9K and senior trips $3.9K. More refunds are expected, if summer camp and pool activities are unable to continue as a result of the pandemic. A decision has not been made about summer programming.

Expenses

- Temporary wages have dropped from by $2K in the current year and are $4K versus $6K due to program cancellations.

- Overtime wages are $1.2K in the current quarter and have increased by $.7K from the prior year.

- General expenses include categories directly related to recreation programs as well as pool chemicals, water bills, printing, advertising and pool food expenses. These expenses are $55.8K for the current year versus $ 38.2K in the prior year. The increase of $17.5K is due to increases of $8.8K in program expenses, $2.8K in credit card fees and $1.4K in trip expenses. Most of the expenses related to trips are refundable to the recreation revolving fund.

Net Income

- Net income is $ 218K in the current year versus 274K has decreased by $56K or 21% from the prior year.

EMS Revolving Fund

Revenue

- EMS Revolving Fund Revenue is $ 141.7K or 25% collected through the end of the current quarter versus $ 128.1K or 23% collected in the prior quarter. This reflects a $13.5K increase or 11% year over year.
    - Although it appears that revenue is solid at the end of the first quarter, much of the revenue is due to payments for services rendered in the 4th quarter of 2019.
    - EMS call volume for much of January and February was average with between 160-180 calls for an ambulance each month. In March, EMS began to see a drop in calls. The drop has continued through April and into May.
    - January through April runs are down 15%, 717 for the period in 2019 and 611 in 2020.

Expenses

- Wages, taxes and benefits are $ 10.5K or 26% spent against the current year budget versus $35.9K or 19% spent against budget through the first quarter of the prior year.
- EMS overtime is $17K vs $21K which is down by $4K due to less call volume toward the end of in the first quarter of FY20.
- General expenses are $25.3K in the current year versus $ 19.3K in the prior year. The increase of $6K is due to paramedic training of $10.8K offset by decreases due to the timing of emergency equipment maintenance of $ 3.6K, emergency medical supplies of $2.4K plus other miscellaneous expenses of $1.2K.

Net Income

- Current year net income of $75K reflects an increase of $15K over the prior year net income of $60K. As pointed out earlier, the increased revenues may start to reverse during the second quarter due to the pandemic. Net income is a factor of the above revenue and expenses.

Town of Exeter

General Fund Revenues (unaudited)
As of March 31, 2020 and 2019

DRAFT

General Fund Revenues	Current Year 2020 Budget vs Actual				Prior Year 2019 Budget vs Actual				Comparison of Actuals	
Description	2020 Budget	Actual Revenue 3/31/2020	$ Variance	% Collected	2019 Budget	Actual Revenue 3/31/2019	$ Variance	% Collected	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Property Tax Revenue	$ 12,965,585	$ 3,952	$ 12,961,633	0.0%	$ 13,170,380	$ 91,871	$ 13,078,509	0.7%	$ (87,919)	-96%
Motor Vehicle Permit Fees	3,080,000	743,789	2,336,211	24%	3,025,000	757,509	2,267,491	25%	$ (13,720)	-2%
Building Permits & Fees	350,000	76,619	273,381	22%	200,000	29,023	170,977	15%	$ 47,596	164%
Other Permits and Fees	210,000	17,214	192,786	8%	210,000	15,917	194,083	8%	$ 1,297	8%
State Revenue Sharing	158,990			0%			-	#DIV/0!	$ -	#DIV/0!
Meals & Rooms Tax Revenue	779,375		779,375	0%	774,137		774,137	0%	$ -	
State Highway Block Grant	311,502	62,932	248,570	20%	304,179	61,353	242,826	20%	$ 1,579	3%
Other State Grants/Reimbursments	25,000	10,609	14,391	42%	25,000	2,125	22,875	9%	$ 8,484	399%
Income from Departments	1,075,000	240,724	834,276	22%	1,000,000	207,699	792,301	21%	33,025	16%
Sale of Town Property	50,000		50,000	0%	500	-	500	0%	-	
Interest Income	115,000	45,535	69,465	40%	500	15,038	(14,538)	3008%	30,497	203%
Other Miscellaneous Revenues	29,500	14,597	14,903	49%	26,500	9,791	16,709	37%	4,806	49%
Revenue Transfers In/Out	455,585	-	455,585	0%	330,161	10,000	320,161	3%	(10,000)	100%
Total General Fund Revenues	$ 19,605,537	$ 1,215,971	$ 18,230,576	6%	$ 19,066,357	$ 1,200,326	$ 17,866,031	6%	$ 15,645	1%
Total Appropriations	663,164	663,164	-		539,390	539,390	-		123,774	23%
Gross Revenues & Appropriations	$ 20,268,701	$ 1,879,135	$ 18,230,576	9%	$ 19,605,747	$ 1,739,716	$ 17,866,031	9%	$ 139,419	8%

Town of Exeter
General Fund Expenses (unaudited)
As of March 31, 2020 and 2019

DRAFT

DEPARTMENT	Current Year 2020 Budget vs Actual				Prior Year 2019 Budget vs Actual				Comparison of Actuals	
	2020 Budget	Actual Expenses 03/31/20	$ Variance	% Spent	2019 Budget	Actual Expenses 03/31/19	$ Variance	% Spent	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Total General Government	$ 948,110	$ 267,726	$ 680,384	28%	$ 888,729	$ 265,739	$ 622,990	30%	1,987	1%
Total Finance	963,748	232,106	731,642	24%	887,925	203,788	684,137	23%	28,318	14%
Total Planning & Building	568,810	111,947	456,863	20%	545,501	116,715	428,866	21%	(4,768)	-4%
Total Economic Development	151,341	31,210	120,131	21%	144,879	32,480	112,399	22%	(1,270)	-4%
Total Police	3,743,027	810,027	2,933,000	22%	3,766,754	846,488	2,920,266	22%	(36,461)	-4.3%
Total Fire	3,986,921	833,990	3,152,931	21%	3,901,492	803,008	3,098,484	21%	30,982	4%
Total Public Works	5,585,091	907,286	4,677,805	16%	5,377,593	1,040,029	4,337,564	19%	(132,743)	-13%
Total Welfare	73,052	24,135	48,917	33%	68,171	16,376	51,795	24%	7,759	47%
Total Human Services	103,805	6,381	97,424	6%	106,625	-	106,625	0%	6,381	100%
Total Parks & Recreation	562,592	105,332	457,260	19%	538,375	111,455	426,920	21%	(6,123)	-5.5%
Total Other Culture/Recreation	32,000	1,666	30,334	5%	32,002	1,699	30,303	5%	(33)	-2%
Total Library	1,032,885	285,251	747,634	28%	1,024,921	237,239	787,682	23%	48,012	20%
Total Debt Service & Capital	1,476,299	141,506	1,334,793	10%	1,571,943	117,881	1,454,062	7%	23,625	20%
Payroll Benefits & Taxes	377,856	319,214	58,642	84%	262,306	194,867	67,438	74%	124,347	64%
Total General Fund Expenses	$ 19,605,537	$ 4,077,777	$ 15,527,760	21%	$ 19,117,296	$ 3,987,764	$ 15,129,531	21%	$ 83,632	2%
Appropriation for Warrant Articles	$ 663,164	$ 160,000	$ 110,000	24%	$ 488,451	$ 174,000	$ 314,451	36%	(14,000)	0%
Total Expenditures	$ 20,268,701	$ 4,237,777	$ 15,637,760	21%	$ 19,605,747	$ 4,161,764	$ 15,443,982	21%	$ 69,632	2%
Net Income/ (Deficit)	$ -	$ (2,358,642)	$ 2,592,816	13%	$ -	$ (2,422,048)	$ 2,422,049	12%	69,787	-3%
Amounts Voted from Fund Balance	$ 150,000	$ -	$ 150,000	100%	$ 361,818	$ 361,818	$ -	100%	$ (361,818)	-100%

Town of Exeter

Water Fund Revenues & Expenses (unaudited) **DRAFT**

As of March 31, 2020 and 2019

	Current Year				Prior Year				Comparison of Actuals	
Description	2020 Budget	Actual Revenue 3/31/2020	$ Variance	% Collected	2019 Budget	Actual Revenue 3/31/2019	$ Variance	% Collected	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Water Fund Revenues										
Water Enterprise Revenues	$ 3,552,795	$ 849,278	$ 2,703,517	24%	$ 3,253,066	$ 850,739	$ 2,402,327	26%	$ (1,461)	0%
Appropriations for Warrant Articles	$ 200,000		200,000				-	100%	-	0%
Gross Water Revenues	$ 3,752,795	$ 849,278	$ 2,903,517	23%	$ 3,253,066	$ 850,739	$ 2,402,327	26%	$ (1,461)	0%

Water Fund Expenditures	Current Year				Prior Year				Comparison of Actuals	
DEPARTMENT	2020 Budget	Actual Expenses 03/31/20	$ Variance	% Spent	2018 Budget	Actual Expenses 03/31/19	$ Variance	% Spent	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Water Administration	$ 393,161	$ 127,313	$ 265,848	32%	$ 367,994	$ 114,505	$ 253,489	31%	$ 12,808	11%
Water Billing	$ 179,553	$ 41,803	$ 137,750	23%	$ 165,173	$ 42,923	$ 122,250	26%	$ (1,120)	-3%
Water Distribution	$ 836,826	$ 136,874	$ 699,952	16%	$ 879,332	$ 148,970	$ 730,362	17%	$ (12,096)	-8%
Water Treatment	$ 813,514	$ 153,885	$ 659,629	19%	$ 816,579	$ 138,838	$ 677,741	17%	$ 15,047	11%
Water Fund Debt Service	$ 1,164,650	$ 453,712	$ 710,938	39%	$ 886,416	$ 361,525	$ 524,891	41%	$ 92,187	25%
Water Fund Capital Outlay	$ 165,091	$ 1,716	$ 163,375	1%	$ 137,572	$ 1,716	$ 135,856	1%	$ -	0%
Total Water Fund Expenses before Warrant Articles	$ 3,552,795	$ 915,303	$ 2,637,492	26%	$ 3,253,066	$ 808,477	$ 2,444,589	25%	$ 106,826	13%
Warrant Articles										
Groundwater/Surface Water Review	$ 200,000		$ 200,000	0%	$ -	$ -	$ -	0%	$ -	0%
Grand Total of Water Fund Expenses	$ 3,752,795	$ 915,303	$ 2,837,492	24%	$ 3,253,066	$ 808,477	$ 2,444,589	25%	$ 106,826	13%
Net Income/(Deficit)	$ -	$ (66,025)	66,025	100%	$ -	42,262	(42,262)	100%	(108,287)	-256%

Town of Exeter
Sewer Fund Revenues & Expenses (unaudited)
As of March 31, 2020 and 2019

DRAFT

Description	Current Year 2020 Budget	Actual Revenue 3/31/2020	$ Variance	% Collected	Prior Year 2019 Budget	Actual Revenue 3/31/2019	$ Variance	% Collected	Comparison of Actuals 2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Sewer Fund Revenues										
State Grant Revenue	$ 877,854	$ -	$ 845,012	0%	$ 25,520	$ -	$ 25,520	0%	-	0%
Sewer Enterprise Revenues	$ 7,686,605	$ 1,438,945	$ 6,214,818	19%	$ 2,817,866	$ 894,384	$ 1,923,482	32%	544,561	61%
Appropriations for Warrant Articles	150,000		(150,000)				-	-	-	100%
Sewer Fund Revenues & Appropriations	$ 7,836,605	$ 1,438,945	$ 6,064,818	18%	$ 2,817,866	$ 894,384	$ 1,923,482	32%	$ 544,561	61%

Sewer Fund Expenditures	Current Year 2020 Budget	Actual Expenses 03/31/20	$ Variance	% Spent	Prior Year 2018 Budget	Actual Expenses 03/31/19	$ Variance	% Spent	Comparison of Actuals 2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Sewer Administration Expense	417,513	151,938	265,575	36%	420,983	138,708	282,275	33%	$ 13,230	10%
Sewer Billing Expense	176,328	41,077	135,251	23%	162,398	42,343	120,055	26%	$ (1,266)	-3%
Sewer Collection Expense	708,202	133,074	575,128	19%	665,456	118,390	547,066	18%	$ 14,684	12.4%
Sewer Treatment Expense	1,415,475	227,403	1,188,072	16%	865,334	155,961	709,373	18%	$ 71,442	45.8%
Sewer Fund Debt Service Expense	4,848,995	64,738	4,784,257	1%	576,124	68,748	507,376	12%	$ (4,010)	-6%
Sewer Fund Capital Outlay Expense	120,092	1,716	118,376	1%	127,571	1,716	125,855	1%	$ -	0%
Total Sewer Fund Expenses	7,686,605	619,946	7,066,659	8%	2,817,866	525,866	2,292,000	19%	$ 94,080	18%
Sewer Fund Warrant Articles	150,000		150,000				-	0%	$ -	-100%
Total Sewer Expenses and Warrant Articles	$ 7,836,605	$ 619,946	$ 7,216,659	8%	$ 2,817,866	$ 525,866	$ 2,292,000	19%	$ 94,080	18%
Net Income/(Deficit)	$ -	$ 818,999	$ 13,281,477	100%	$ -	$ 368,518	$ (368,518)	100%	$ 450,481	122%

Town of Exeter
CATV Revolving Fund- Revenue & Expenses (unaudited)
As of March 31, 2020 and 2019

DRAFT

Description	Current Year				Prior Year				Comparison of Actuals	
	2020 Budget	Actual 03/31/20	$ Variance	% Variance	2019 Budget	Actual 03/31/19	$ Variance	% Variance	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Cable Franchise Fees	150,000		150,000	100%	153,050		153,050	100%	-	
Tech/AV Service Fees				100%		160	(160)	100%	(160)	100%
Total CATV Revenue	150,000	-	150,000	100%	153,050	160	152,890	100%	(160)	100%
CATV Expenses										
Wages, Taxes & Benefits	$ 132,183	$ 20,480	$ 111,703	15%	$ 124,689	$ 25,262	$ 99,427	20%	$ (4,782)	-19%
General Expenses	$ 78,921	$ 34,373	$ 44,548	44%	$ 64,691	$ 35,236	$ 29,455	54%	(863)	-2%
Total CATV Expenses	$ 211,104	$ 54,853	$ 156,251	26%	$ 189,380	$ 60,498	$ 128,882	32%	(5,645)	-9%
Net Income/(Deficit)	$ (61,104)	$ (54,853)	$ (6,251)	90%	$ (36,330)	$ (60,338)	$ 24,008	166%	$ 5,485	-9%

Town of Exeter

Recreation Revolving Fund Revenues & Expenses(unaudited)

As of March 31, 2020 and 2019

DRAFT

Description	Current Year				Prior Year				Comparison of Actuals	
	2020 Budget	Actual Expenses as of 3/31/20	$ Variance	% Variance	2019 Budget	Actual Expenses as of 3/31/19	$ Variance	% Variance	2020 vs 2019 $ Variance	2020 vs 2019 % Variance
Total Revenue	$ 656,500	279,957	$ (376,543)	43%	$ 641,002	$ 320,118	$ 320,884	50%	$ (40,161)	-13%
Wages, Taxes & Benefits	$ 240,625	$ 5,764	$ 234,861	2%	$ 241,100	$ 7,069	$ 234,031	3%	$ (1,305)	-18%
General Expenses	$ 328,010	$ 55,800	$ 272,210	17%	$ 398,350	$ 38,292	$ 360,058	10%	$ 17,508	46%
Total Rec Revolving Expenses	$ 568,635	$ 61,564	$ 507,071	11%	$ 639,450	$ 45,361	$ 594,089	7%	$ 16,203	36%
Net Income/(Deficit)	$ 87,865	$ 218,393	$ 130,528	249%	$ 1,552	$ 274,757	$ 273,205	17703%	$ (56,364)	-21%

Ambulance Revolving Fund - Revenues & Expenses (unaudited)
As of March 31, 2020 and 2019

DRAFT

	Current Year				Prior Year				Comparison of Actuals	
	2020 Budget	Actual 03/31/20	$ Variance	% Variance	2019 Budget	Actual 03/31/19	$ Variance	%Variance	$ Variance	%Variance
EMS- Ambulance Transport Revenue	$ 556,000	$ 141,705	$ (414,295)	25%	$ 556,000	$ 128,132	$ (427,868)	23%	$ 13,573	11%
Wages, Taxes & Benefits	$ 191,496	$ 41,034	$ 150,462	21%	$ 186,188	$ 48,607	$ 137,581	26%	$ (7,573)	-16%
General Expenses	$ 164,368	$ 25,283	$ 139,085	15%	$ 167,904	$ 19,226	$ 148,678	11%	$ 6,057	32%
Total Expenses	$ 355,864	$ 66,317	$ 289,547	19%	$ 354,092	$ 67,833	$ 286,259	19%	$ (1,516)	-2%
Net Income/(Deficit)	$ 200,136	$ 75,388	$ (124,748)	38%	$ 201,908	$ 60,299	$ (141,609)	30%	$ 15,089	25%

Town of Exeter
Analysis of Property Tax/Liens Receivable **DRAFT**
As of 3/31/20 and 3/31/19

Type	Bill Year	Balance Outstanding as of 03/31/20	Balance Outstanding as of 03/31/19	$ Change	% Change
Lien	2009	376	376	-	0%
Lien	2010	839	2,334	(1,495)	(64)%
Lien	2011	6,189	7,700	(1,511)	(20)%
Lien	2012	5,604	6,999	(1,395)	(20)%
Lien	2013	11,961	15,181	(3,220)	(21)%
Lien	2014	20,335	25,547	(5,212)	(20)%
Lien	2015	29,153	33,618	(4,465)	(13)%
Lien	2016	110,703	160,725	(50,022)	(31)%
Lien	2017	175,599	241,594	(65,995)	(27)%
Lien	2018	290,822	467,651	(176,829)	(38)%
Subtotal		**$ 651,581**	**$ 961,725**	**$ (310,144)**	(32)%
Tax	**2019**	658,480		658,480	
Subtotal		**$ 658,480**	**$ -**	**$ 658,480**	
	Grand Total	**$ 1,310,061**	**$ 961,725**	**$ 348,336**	36%

Property tax liens receivable decreased by $310K or 36% from the prior quarter 3/31/19.

Uncollected taxes have typically run 2%-5% over the prior years. It is unknown what the impact will be on tax collections due to the Covid-19 pandemic.

Town of Exeter **DRAFT**

Analysis of Accounts Receivable Aging - Water & Sewer

March 31, 2020 vs March 31, 2019

	Currrent	31-60 Days	61-90 Days	Over 90 Days	Total
As of 03/31/20	$ 1,261,261	$ 153,701		$ 234,865	$ 1,649,827
Percent Outstanding	76%	9%	0%	14%	100%
As of 03/31/19	$ 810,603	$ 95,708	$ 27,169	$ 14,585	$ 948,065
Percent Outstanding	86%	10%	3%	2%	100%
Increase/(Decrease)	$ 450,658	$ 57,993	$ (27,169)	$ 220,280	$ 701,762
% Increase/(Decrease)	56%	0%	0%	94%	74%

Accounts receivable over 90 days have increased by $220K or 94% from the prior year. The increase is partially due to the inability for the Town to do shut-offs, because of the Governor's orders coupled with the inability for some ratepayers to pay their bills due to high unemployment.

Current Year

Breakdown of Water/Sewer Acconts Receivable Outstanding by Year: As of March 31, 2019

Year	Water	Sewer	Total	Percent of Total
2008		226	226	0.01%
2009	4	140	144	0.01%
2010	(270)	173	(97)	-0.01%
2011		1,046	1,046	0.06%
2012		206	206	0.01%
2013		210	210	0.01%
2014		217	217	0.01%
2015		231	231	0.01%
2016		232	232	0.01%
2017	40	427	467	0.03%
2018	35	33,051	33,086	2.01%
2019	43,317	247,428	290,745	17.62%
*2020	457,301	865,813	1,323,114	80.20%
Total	500,427	1,149,400	1,649,827	100%

** Includes current cycle billing*

FY20 Budget Updates

TOWN OF EXETER
MEMORANDUM

TO: Select Board

FROM: Town Manager

RE: FY20 Budget Deferrals

DATE: May 18th, 2020

As you know, the FY20 budget was approved on March 10th. Just eight days later on March 18th, the Town Offices closed for public access and began to virtualize operations in many ways. As the pandemic has unfolded, town departments have been considering changes to their budgets in order to adjust to the possibility of revenues not materializing as forecast. Although this is still an open question, we are attempting to make adjustments to prepare for a worst case scenario. As the economy begins to reopen again, it is unclear how this will impact certain revenue streams of the town, which are already limited. Some revenue categories will likely be more stable than others. For example, blue bag sales have increased. We expect more water to be used with people at home, and therefore this could actually increase water/sewer revenues. However, it is important to note the economic impact of the shutdown may not be felt until later this year, when the second half tax billing goes out. The first half bill will be mailed soon with a due date of July 1st.

The federal government may play a key role in filling the gaps on municipal revenues as time goes on in the fiscal year. Various proposals have been made and if these come to fruition it would greatly assist the town by confirming $938,000 in combined meals and rooms tax distribution and general revenue sharing from the state of NH. Without this federal involvement, it is unclear whether these revenues will arrive as they have in the past. The general consensus is the state will be hard pressed to produce these revenues, however localities are lobbying hard to work with the state to allocate relief funds to municipalities that are tied to the impact of COVID, in addition to be a "direct COVID expense."

In local revenues, the town took a $55,000 hit compared to April 2019 with Town Clerk's office revenues. This was due to primarily people maintaining their vehicles, not buying new vehicles, and not doing the brisk spring business we normally see with boat registrations, etc.. As the Finance Director points out in her report, we are also now likely to take a hit in interest income due to rates dropping as a result of the pandemic. For all of these reasons, including the uncertainty ahead, we have compiled the list attached to this memo. It should be noted that this is a draft, however many of the items that represent a "freezing" such as certain new positions, reductions in conference/travel/training, are already in place. These deferrals should assist us as we navigate the uncharted waters ahead. The Town's fiscal year ends on December 31st, 2020. It should also be noted that the expenses on the list were all vetted through the budget process for FY20. Since the budget was already approved in March, these

expenses would simply not materialize as actuals against current year appropriations, which will help balance out revenue losses that may be part of the FY20 landscape. There are seven months left in the fiscal year. Thank you.

Town of Exeter
Preliminary Revenue FY19 and Estimated Revenue FY20

STATE	ORG	OBJECT	ACCOUNT DESCRIPTION	Est	MS-434 R Revised Estimated	Preliminary Actual YTD Revenue 12/31/19	Estimated FY20 Revenue	Variance
3120	01312000	43120	Current Use Tax Revenue		7,500	7,500	7,500	-
3185	01318500	43121	Yield Tax Revenue		5,400	5,396	5,400	-
3186	01318600	43186	Payment in Lieu of Taxes		41,304	43,435	43,435	(2,131)
3187	01318700	43187	Excavation Tax Revenue		500	452	500	-
3188	01318800	43188	Jeopardy Tax Revenue		1,500	1,841	1,500	-
			Interest & Penalties		155,000	181,007	180,000	(25,000)
3220	01322000	44000	Motor Vehicle Permit Fees		3,025,000	3,080,092	3,080,000	(55,000)
3230	01323000	44001	Building Permits/Fees		425,000	448,561	350,000	-
			Town Clerk & Other Feees		210,000	183,130	210,000	-
3351	01335100	44306	State Revenue Sharing		158,990	158,990	158,990	-
3352	01335200	44024	Meals/Rooms Tax		779,375	779,375	779,375	-
3353	01335300	44025	State Highway Block Grant		311,502	311,037	311,502	-
			Wastewater Grant		16,421	16,421	16,421	(16,421)
			Miscellaneous State Grant Revenues		24,306	46,273	25,000	(694)
			Income from Departments		1,000,000	1,076,701	1,075,000	(75,000)
3501	01350100	44147	Sale of Town Property Other		132,250	132,250	50,000	-
3502	01350200	44209	Interest Income-Fund 01		100,000	114,470	115,000	(15,000)
			Town Rental/Misc Income		25,397	32,017	27,500	(118)
3640	01364000	44144	NH Charitable Foundation		1,985	1,982	2,000	(2,000)
3912	01391200	45009	Transfer In-Swasey Pkwy Funds		-	23,967		
3912	01391200	45011	Transfer In EMS Rev Fund-30		239,121	220,857	204,669	15,331
3912	01391200	45017	Transfers in from Great Dam		145,226	145,226	18,835	-
3912	01391200	45030	Transfers In- Court St Bridge		116,090	-	82,081	-
3916	01391600	45015	Transfer In TTTF		50,000	150,000	150,000	(150,000)
			Transfers In/Excess Bond Proceeds		550,437	540,051	455,585	(134,669)
			Use of Fund Balance				700,000	-
			Total Revenue		$ 6,955,446	$ 7,144,560	$ 7,594,708	$ (326,033)

Potential FY20 Budget Deferrals			
DRAFT			
GENERAL FUND			
Department	**Description**	**Budget Impact**	
Town Manager	Contract Services, Conferences/Training, Travel, PT Wages	8,150	
Information Technology	Expenses - deferments	26,020	
Town Clerk	Record Retention	5,000	
Economic Development	Consulting, Education/Training, Interns	4,200	
Planning/Building	PT wages (hours reductions), supplies, travel reimbursement	31,246	
Building Department	Position vacancy (electrical inspector retirement)	26,745	
Conservation Commission	FY20 seasonal interns	2,520	
Police Department	Defer hire officer position, PT admin position elimination, conferences, capital outlay	173,200	
Fire/EMS	FC retirement, Defer hire Asst Chief, conf/room/meals reduction, EOC upgrade	174,579	
DPW - Administration	Defer hire Engineering Tech, Conf/Room/Meals Reduction	60,000	
DPW - Highway	Road Paving, Sidewalks/Curbing, Tamarind Lane culvert	238,000	
DPW - Highway	Hampton Road Beacon	7,000	
DPW - Snow/Ice Budget	General Reduction (will need to rely on snow/ice deficit fund)	9,700	
DPW - Solid Waste	Eliminate Fall Collection - Leaves	7,868	
DPW - Stormwater	Contract Services	6,000	
DPW - Maintenance	Defer hire of HVAC Plumber Tech	65,000	
DPW - Garage	Defer hire of Mechanic	67,000	
DPW - Maintenance	Reduction in Projects Budget	50,000	
Parks/Recreation	Fireworks/Summer Concerts	17,000	
Parks/Recreation	Senior Services (senior programming reduction due to pandemic), equipment/mower, landscaping	9,650	
Library	TBD		988,878
Warrant Articles			
DPW General Fund	Sedan Replacement - Warrant Article	24,000	
Parks/Recreation General	Mini Loader	58,000	
DPW General Fund	Sidewalks CRF Appropriation	60,000	
Public Safety	Public Safety Radio System Upgrade	78,792	
DPW General Fund	Pickpocket Dam	110,000	
			330,792
	Totals		1,319,670
DPW Water Fund	General Expenses/Capital Outlay	200,000	
DPW Sewer Fund	General Expenses/Capital Outlay	200,000	
Positions include benefits reductions			

Town of Exeter

Russ Dean <rdean@exeternh.gov>

2020 Covid-19 Budget projection

1 message

Greg Bisson <gbisson@exeternh.gov> Mon, Apr 20, 2020 at 11:29 AM
To: Russell Dean <rdean@exeternh.gov>

Hi Russ,
Having gone through all of the anticipated revenue we would lose if summer and spring are cancelled, We are looking at a 74% reduction in total revenue and a 70% reduction in total expenses in the entire year. This is a prime example losing our summer would drastically hamper the departments revolving. Not only is it our largest season for revenue but also carries the largest expenses. The numbers for spring were drastically lower than the past spring due the pandemic hitting weeks before our deadline in which we get a majority of our registrations. We did purchase enough uniforms and equipment for spring in case the season can be salvaged. If the season is cancelled, We will use this equipment next year. The silver lining is without the programs, there isn't much expenses. Some of the expenses we will still need to pay will be water, etc.

Income: $511,882.73-Projected prior to the Pandemic ($241,958.76 in camp registration fees already collected, $264,622.18 total revenue that would need to be refunded).
Spring Sports
Summer Camps
Pool Operations
Trips

Expenses:$454,976.57-Projected prior to Pandemic.
Staff/Contractors
Equipment supplies
Pool Supplies
Smaller Projects

Greg Bisson
Director
Exeter Parks and Recreation

Follow us!

Gilman Park Dogs Discussion

EXETER POLICE DEPARTMENT

Memorandum *May 15, 2020*

To: **Town Manager, Russ Dean**

From: **Chief Stephan Poulin**

Ref: **Chapter 9 Animal Control (Gilman Park)**

I have met with our Animal Control Officer, Julia Doane, in reference to Chapter 9 of our Town Ordinances (T.O.): Animal Control. I have also communicated with Exeter Parks and Rec Director, Greg Bisson. Specifically, we have been researching the 910 prohibition of dogs in parks and commons with regards to section 910-c.: Gilman Park. Furthermore, we have also reviewed the Conservation Easement Deed for the Park.

We believe that there is room for some modification of the Town Ordinances to dispel the false notion that Exeter is not "dog friendly". We could support that Gilman Park be removed from T.O. 910. Dogs would therefore be allowed (still leashed under T.O. 902 and excrement removed under T.O. 908) to walk the Park and enter into the trails. Proper signage and waste baskets should be erected.

However, with this comes a further discussion into the meaning of the confines of the Park. Other Towns have Ordinances which prohibit dogs from playing fields, baseball fields, and playground areas. With the expansion of the Park to accommodate a Gazebo and playing areas for children etc. and to prevent future issues, we would suggest creating a T.O 910.1. The wording of this new T.O. prohibiting dogs from ballfields, playgrounds, or picnic areas can be worked out with further discussions as needed.

In addition, we would like to also note that we are aware that there are owners who are looking for a place in Exeter to let their dogs run off leash. For this, ACO Doane has been advising dog owners that if they are looking for a space to do that sort of activity, as long as their dog is "under control" according to NH state law, than they can take their dog to the WMA at Conner Farm- (but they must follow posted rules, which right now requires leashes as it is nesting season). This seems to have been getting received well.

MEMORANDUM

DATE: Thursday, April 30, 2020

TO: Chief Poulin

FROM: ACO Doane

SUBJECT: Town Ordinance 910, Gilman Park Dog Restriction

The current town ordinance states that dogs are prohibited in parks and commons and lists several of those parks/commons, one of which is Gilman Park. During a discussion on this issue with the Natural Resource planner, it was brought to my attention that the Trustees had intentions of allowing dog walking at Gilman Park when they conveyed the property to the Town and the easement to SELT.

It is my concern that the town has few easily accessible, mild terrain trails for dog walkers of all ages and abilities to utilize that is off of the pavement and central to town. Safety is still of utmost importance and leash laws should continue to be enforced. It is in my opinion that giving up a park for dogs to be allowed may guide dog walkers to use that space whereas families with children or residents who are concerned for dogs are able to utilize the other numerous parks in town where dogs are not allowed.

Currently, the property does not have signage educating residents or visitors on the current prohibition of dogs. If it can be made clear to residents/visitors that dogs are prohibited from the playing fields then it is my belief that we can find a happy middle ground for dog walkers seeking to utilize Gilman Park.

Jennifer Perry
to Jay, Stephan, me, Matt

FYI, we took the pet waste station down last week at the request of PD; having it there was inconsistent with the ordinance.
My personal opinion is it depends on how responsible pet owners are picking up after their pets. If they clean up, it shouldn't be a problem. If they don't, it could be a problem for either the well or the surface water intake across the river
There are two protective areas around the well:

1. **Sanitary Protective Area** - provides a protective area in the immediate vicinity of the well within which there must be minimal risk of groundwater contamination. The SPA for Gilman Well is a **400 foot radius.** This is the area that requires most attention and vigilance and the area under consideration for the purposes of this discussion. It covers all of the parking area and most of the park area.
2. Wellhead Protection Area - this is a wider area which generally includes the zone of influence. For Gilman well this is 4,000 foot radius. Not under discussion here.

For some background and general info on these areas see the NHDES links below:
https://www.des.nh.gov/organization/commissioner/pip/publications/wd/documents/wellhead_5steps.pdf
https://www.des.nh.gov/organization/commissioner/pip/factsheets/dwgb/documents/dwgb-12-10.pdf

--
Jennifer Royce Perry, P.E., Director
Exeter Public Works
13 Newfields Road
Exeter, NH 03833
(603) 773-6157
Enhancing, Preserving Community & Environment

Like us on Facebook!

Town of Exeter

Russ Dean <rdean@exeternh.gov>

Request to consider amending the town ordinance chapter 910c Prohibition in Parks and Commons/Gilman Park

4 messages

dawn jelley <dawnjelley@msn.com> Thu, Apr 30, 2020 at 5:34 PM
To: "rdean@exeternh.gov" <rdean@exeternh.gov>

To the members of the Select Committee,

We write to ask that you consider amending the town ordinance chapter 910c Prohibition in Parks and Commons/Gilman Park, to restrict but allow dogs in certain areas of Gilman Park.

128 yeas ago Daniel and Minnie Gilman gifted the park and their wish for the park be kept forever "for the enjoyment of the people of Exeter", was recorded in the original deeds.The easement reads:
"The Grantor shall not designate the Property or any portion of the Property primarily for the benefit of, enjoyment by, and use by dogs".

In support of the easement we are not proposing that the park be primarily for dogs, but they be allowed leashed and restricted to the trails, on the access road and boat ramp. In all other areas dogs would continue to be prohibited.

We understand the concern about some residents failing to pick up their dog waste, but by restricting dogs to the trails and having dog waste stations we believe that we can limit this impact significantly whilst in support of the original gift being for the enjoyment of the people of Exeter.

Thank you for your consideration

Dawn Jelley and Eric Downer
4 Nelson Drive
Exeter, NH 03833
603 608 5691

Russ Dean <rdean@exeternh.gov> Thu, Apr 30, 2020 at 5:43 PM

To: Molly Cowan <mcowan@exeternh.gov>, Niko Papakonstantis <npapakonstantis@exeternh.gov>

FYI

We are already reviewing based on all the social media buzz on this. Police Animal Control and Parks Rec all involved.

Russ
[Quoted text hidden]

Russ Dean <rdean@exeternh.gov> Fri, May 1, 2020 at 7:09 AM
To: dawn jelley <dawnjelley@msn.com>

Good morning Dawn,

I will make sure this is in the Board's packet for their Monday night meeting.

The process will be to have some initial discussion around the issue, get some feedback/direction, then we will go from there.

Thank you,

Russ
[Quoted text hidden]

---

dawn jelley <dawnjelley@msn.com> Fri, May 1, 2020 at 7:35 AM
To: Russ Dean <rdean@exeternh.gov>

Thank you Russ.

I look forward to hearing how the discussion goes.

Kindness

Dawn

From: Russ Dean <rdean@exeternh.gov>
Sent: Friday, May 1, 2020 7:09 AM
To: dawn jelley <dawnjelley@msn.com>
Subject: Re: Request to consider amending the town ordinance chapter 910c Prohibition in Parks and Commons/Gilman Park

[Quoted text hidden]

Ms. Reichlin also thanked the UNH Cooperative Extension Service for their compilation and analysis of the survey. She noted a Harris Poll was also included in the packet, to be used for comparison. One of the most requested items of youth was a skateboard park, noting no area in town for skating to take place. The Youth Coalition will be discussing these results further with participants at their dinner Wednesday evening, November 20th, with approximately 55 people attending, many of whom participated in the 'Profile' program during 1989-90. Mr. Scafidi thanked both for attending, and for the information.

6. Request from Gilman Park Trustees to amend Ordinance 910 "Prohibition in Parks and Commons"

Mr. Scafidi read a letter from Joanna Pellerin, Trustee, noting a quorum of Trustees recently voted to recommend an amendment to the Dog Ordinance, striking "Gilman Park - off Bell Avenue". The Trustees feel residents of Exeter should be free to walk their dogs in the Park and on its trails, so long as they uphold article 908 of the ordinance which requires they clean up after their dogs.

Douglas Dicey, also a Trustee, noted he was absent from that meeting (budget meeting), so the vote was not unanimous from Trustees. He noted if this is changed, requests to remove all parks from the list will be received. Gilman Park has basketball courts and baseball fields and he does not recommend the removal of the Park from the list.

No action by the Board.

7. Amendments to Personnel Plan.

Ms. Stanley Jones, Chairman of the Personnel Committee, asked if the Board had any comments regarding the amendments proposed at the last meeting. Barbara Blenk noted one addition to 7.7 "Appointments", adding the word 'final' to the second sentence prior 'verification'.

Mr. Williams moved to approve the amendments, as presented, to sections 4.3 through 12.5; second by Mr. Binette. VOTE: Unanimous.

Ms. Stanley Jones proceeded to read the proposed amendments to sections 13.1(d) through 17.3(c) (attached). Second and final reading will be next week.

8. Request to proclaim the third Monday in January "Martin Luther King Jr., Day" in Exeter.

Discussion on this item is postponed at the request of the sponsor, to a later date.

9. Wheelwright Landing Condominium Association - request to have roadway plowed.

Jeff Rondeau, President of the Association, presented a lay-out of the cul-de-sac, located at the end of Downing Court. He noted the Town plows, when reaching the end of Downing Court and unable to turn around, lift their blades and continue through the cul-de-sac. The Association

8. Changes to Elderly Tax Exemption statutes.

John DeVittori, Town Assessor, reported on a new State law replacing the existing four local choices of Elderly Tax Exemptions (standard, expanded, adjusted and optional adjusted) with one unified Elderly Exemption law. Every municipality must readopt an Elderly Exemption provision before January 1, 1998 or the base minimum values set by the State will take effect (incomes of $13,400 for singles; $20,000 for married couples and a $35,000 asset limitation).

He noted the main change is that all income will be treated equally, noting Social Security income will no longer be excluded. His recommendation would be for the Town to adopt an **income** level (**higher** than that proposed by the State) by adding the Social Security level to Exeter's current levels of income, with the asset level remaining at $50,000. This would allow Exeter to keep the exemptions as close as possible to the status quo and complying with the new law without impacting the total valuation of the Town. If these changes are agreed to, the Board of Selectmen would have Town Counsel review wording for the Town Meeting warrant. If approved at the Town Meeting, it would become effective with the November, 1997 tax bill.

Mr. Rowe suggested postponing a decision in order to study and further discuss the matter. He suggested revisiting it at a January meeting.

9. Request from Gilman Park Trustees to amend Ord. 910 "Prohibition in Parks & Commons.

Joanna Pellerin noted a November 1st meeting of Gilman Park Trustees, with them receiving letters from dog owners requesting the Park be eliminated from the list of parks banning dogs. She noted Gilman Park is a natural pass for trails along the River. With 3 of 5 Trustees present, all three voted for the change and requested same from the Board. They met again last week and four of five present voted in the affirmative to support this request. She noted there is always trouble with residents and loose dogs and not cleaning up after same. This is a request to allow leashed dogs in the Park, with responsible owners 'scooping'. Those that don't - won't.

Mr. Williams asked if the Trustees had considered this in other Parks. Ms. Pellerin noted they were Trustees for Gilman Park only; asking only for Gilman Park and a trial basis. Mr. Rowe felt a 'can of worms' would be opened, with residents visiting all parks requesting the same. Ms. Stanley Jones was impressed with the residents requesting the change and the Trustees asking permission from the Board. Ms. Pellerin suggested that if Gilman Park is handled the same as other Parks, then why have Trustees? Ms. Stanley Jones noted the Town has Trustees and they have made a recommendation - why not listen?

Douglas Dicey stated if it is allowed in one park, you should allow in all parks. Gilman Park has Trustees but the Parks & Recreation Department runs it.

Ms. Pellerin asked the Board to listen to the majority of the Trustees and to eliminate the reference to Gilman Park in the ordinance.

Ms. Stanley Jones moved to follow the recommendations of the Gilman Park Trustees to strike reference to Gilman Park from Section 910 on a trial basis of six months; no second; no vote.

Martha Pennell, a new Trustee, noted that a lack of a second negates the powers of the Trustees and questioned why the Town would have them. If the Park is not run by the Board of Trustees - why should they meet? Mr. Scafidi noted this point will be visited. Ms. Pennell stated the Trustees are called for in the will.

10. Permits:

a. **Ms. Stanley Jones moved to allow the P.U.C. to use the Town Hall on January 14 from 7-9:30PM for a consumer forum on restructuring; second by Mr. Binette. VOTE: Unanimous.**

b. **Ms. Stanley Jones moved to approve the Town Hall for use by the Merrill Lecture Series on January 13 from 6:45-9:30PM; second by Mr. Binette. VOTE: Unanimous.**

c. **Ms. Stanley Jones moved to approve use of the Nowak Room by the AARP for their IRS/Tax classes from 9AM to 3PM on January 3, 6, 8, 10 and 13th from 9AM to 3PM; second by Mr. Binette. VOTE: Unanimous.**

d. **Ms. Stanley Jones moved to approve use of the Wheelwright Room on December 17 from 9-10:30AM for a Board meeting of the Rockingham County Community Action Program; second by Mr. Williams. VOTE: Unanimous.**

11. Town Manager's Items:

a. The Town's offices are closed on Thursday and Friday this week for observance of Thanksgiving Day. He reminded residents that car registrations for November should be completed by Wednesday, as December 1st is a Sunday and the offices are closed Friday.

b. Plodzik & Sanderson have sent their engagement letter for handling the Town's audit. Mr. Rowe noted they had reported a savings would be seen with the acquisition of a Finance Director. **Mr. Binette moved the Town Manager negotiate with the firm for a lower price based on their estimates; second by Mr. Williams. VOTE: Unanimous.**

c. There will be a public hearing on December 2 beginning at 6:30PM for the purpose of discussing the Exeter Development Commission's petition for a proposed conditional layout of a Class V highway for a portion of Garrison Lane to intersect with Epping Road per NH RSA 231:28. The meeting will be in the Nowak Room.

d. COAST will hold a public hearing on fare increases on December 3 at 6:30PM in the Nowak Room.

DONAHUE, TUCKER & CIANDELLA

ATTORNEYS AT LAW

WATER STREET PROFESSIONAL BUILDING

225 WATER STREET

P.O. BOX 630

EXETER, NEW HAMPSHIRE 03833-0630

TOWN MANAGER'S OFFICE RECEIVED

JAN 17 1997

MICHAEL J. DONAHUE
CHARLES F. TUCKER
ROBERT D. CIANDELLA
LIZABETH M. MacDONALD
JOHN J. RATIGAN
ROBERT M. DEROSIER
SCOTT E. WOODMAN

TELEPHONE
603-778-0686
FAX
603-772-4454
TOLL FREE
800-566-0506

Also - let's have meeting to determine who will do what.

PSS - let's get a meeting to determine who will do what.

SP/JR

January 14, 1997

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

Re: **Gilman Park**

Dear Board Members:

The Trustees of Gilman Park have engaged me to look into the situation of who actually has control over activities within Gilman Park, the issue being raised by the controversy over the presence of dogs in the Park.

I have looked at the original Deed, the Minutes of the Trustees, as they exist, and have caused to be examined the Minutes of the Town Meetings of the Town of Exeter since 1891, before the Park was deeded to the Trustees.

The first mention of this Park is in the 1891 Town Meeting wherein, in March 1891, the Town voted "to accept with gratitude the gift of Daniel Gilman upon conditions named by him". More than one year later, on July 12, 1892, Daniel Gilman deeded the Park to five private individuals "and their successors in the Trust hereinafter mentioned". The Trust provides that the land "shall always be used exclusively as a public park". Although the original intention may have been to deed it to the Town, as reflected in the Town Meeting vote, that was not done. It was deeded instead to five individuals as Trustees and those Trustees, by provision in the Deed, are self-perpetuating. Neither the Board of Selectmen nor the Town Meeting have any control over who those Trustees are (unlike the Swasey Parkway Trustees, for example).

The Trustees, as you know, have a very small trust fund, the income of which is used toward maintenance of the Park. Early on, improvements to the Park were funded by the Trustees, by private subscription, and by the Town. In recent years the care and maintenance of the Park has been largely paid for and provided by the Town Parks & Recreation Department, and in turn, the Town Parks & Recreation Department has used the Park for organized activities, particularly baseball.

I find no vote of the Trustees turning the Park over to the Town of Exeter, nor do I find any vote of the Town of Exeter taking over the Park. Any recent confusion about who has jurisdiction over the Park has happened gradually and without benefit of official minutes.

The Trustees of the Park have instructed me to inform you that there is no problem with the current arrangement insofar as the Trustees permitting the Town Parks & Recreation Department to utilize the Park in return for the Town Parks & Recreation Department's maintenance of the facilities it has created and uses.

The Park is not, however, subject to the Town ordinance regarding dogs in public parks because this is a private Trust held for the benefit of the public and is not at all unusual in this status. The Trustees are not elected by Town Meeting nor appointed by the Selectmen, they are self-perpetuating.

Our conclusion is, therefore, that the Park is private property, open to the public, and that the Trustees have sole control over whether dogs are permitted or not in the Park and under what conditions. This is not an item that is subject to control by the Board of Selectmen. On the other hand, the Trustees of the Park wish to be completely reasonably about all of this and suggest, as a compromise, that the Trustees will, in turn, forbid dogs on the baseball field, the basketball court, and in the playground equipment area, while allowing leashed dogs in other areas of the Park which are not subject to intensive use by the public.

In a spirit of cooperation, the Trustees would like to work out a Memorandum of Understanding with the Selectmen and the Department of Parks & Recreation to outline who shall bear responsibility for what within the Park.

The Trustees would be pleased to appear before the Board of Selectmen at any time to discuss this further.

Very truly yours,

DONAHUE, TUCKER & CIANDELLA

Charles F. Tucker

CFT:blo
cc: Douglas Dicey, Trustee and Dept. of Parks & Recreation
George Olson, Town Manager
Joanna Pellerin, Chairman, Trustees of Gilman Park
Harry Thayer, III, Trustee of Gilman Park
Peter Smith, Treasurer, Trustees of Gilman Park
Martha Pennell, Trustee of Gilman Park

Mr. Williams asked if a vote was taken would it be to authorize the signing of a $156,000 contract, even though there is only $61,000 in the budget to do the work? Answer: Yes.

Mrs. Jones asked if the reason for signing a $156,000 contract was because of the need to submit a grant application to the State for the full amount of the work? Answer: Yes in large part.

Mr. Binette questioned authorizing the signing of the agreement prior to approval of the budget. Answer: Need to do flow monitoring in April, the month with the greatest rainfall. If the budget fails there will be a recommendation that the money be taken from sewer reserves.

Mr. Williams asked why the authorization could not wait until after the vote on April 8? Answer: Too much of April will be lost for monitoring purposes. The full month of April is the standard period used in such studies.

Moved by Mrs. Jones, second by Mr. Binette, to authorize the Town Manager to enter into a contract with Camp, Dresser and McKee, in the amount of $156,000 to undertake the preparation of a Sewer Facilities Study, with the understanding the work will be done in phases, the first to cost $61,000, and that no subsequent phases would be undertaken until the required funds are budgeted.

Mr. Binette asked why the first phase of the project could not be funded out of reserves? Mr. Noyes responded that was an option.

Chairman Scafidi noted that while there is money in the Sewer reserve, an attempt is being made to build the reserves so that future improvements can be made without effecting rates. So while there is money in the reserves to do the work, spending the money now will have an impact in the long run.

Mr. Jones noted that a portion of the $156,000 was to come from other than the sewer utility budget. How much of the total amount? Mr. Noyes responded with a ballpark figure of between $30,000 and $50,000.

Chairman Scafidi called for a vote. Mr. Rowe asked that the motion be read once again. **SO VOTED.**

5. Memorandum of Understanding with Gilman Park Trustees

Chairman Scafidi introduced the topic noting the importance of the facility as a recreation site and the need to come to some agreement with the Gilman Park Trustees to insure the continued public use of the Park.

Mr. Rowe stated that he thought that Attorney Tucker's letter associated with the matter was well written and could be used as the basis for working out an agreement.

Mr. Williams expressed concern over the public use of private property, and the Town spending money to maintain the property.

Chairman Scafidi asked Jody Pellerin of the Gilman Park Trustees to come forward and explain the issue from the Trustee's perspective. Ms. Pellerin stated that the Park was not private property, rather it is land held in a charitable trust for the use of the public. She noted that at the 1891 Town Meeting the Town voted to accept the use of the land, not the land itself. Over the past 100 plus years the Trustees have used the income from the trust to make repairs and improvement to the Park. The Town has also maintained and improved the park. The need at this time is for the Town and the Trustees to work out a memorandum of understanding describing their respective responsibilities.

Mr. Williams asked if he bought a building for the use of the elderly and turned it into a charitable trust would it be legal for the Town to maintain it? Ms. Pellerin answered that it would if Town Meeting approved it. Mr. Williams asked that Mr. Olson consult with counsel on this matter.

Mrs. Jones thanked Ms. Pellerin and the members of the Trustees for coming forward and explaining the situation and clarifying the issue.

Mr. Binette noted that this was a matter that could not be handled in 5 minutes. He suggested that the Board and the Trustees sit down and see if an agreement can be worked out.

Chairman Scafidi asked if the Board wished to take this matter up as a whole or to create a committee to look into the matter. The Board members agreed that they would all like to participate in the discussion at a future work session with the Trustees. Mr. Williams suggested that Town counsel be present at the work session. Ms. Jones did not agree and felt that spending $125/hr to have counsel present to sit and listen to the discussion was not appropriate.

Chairman Scafidi asked the Gilman Trustees if such a meeting could be arranged. All agreed that it was a good idea. A meeting date will be set after the April elections. It was noted that Park and Recreation Director Dicey will be invited to the meeting.

6. Meeting with Swasey Parkway Trustees - Maintenance of Parkway

Chairman Scafidi outline the issue noting a memorandum from Town Manager Olson on the matter. He suggested that the same process used above to get the Board and the Gilman Trustees together be used in this instance to work out responsibilities. All agreed that this was a good idea and that a work session date will be set.

7. Explanation of $100,000 cut from budget at February 10th meeting.

Chairman Scafidi noted that Mr. Rowe had asked that this matter be placed on the agenda and turned to Mr. Rowe.

BOARD OF SELECTMEN WORK SESSION JUNE 2, 1997

Chairman Scafidi convened the Board in a work session on the above date at 6:30PM.
PRESENT: Paul Scafidi, Wendy Stanley Jones, Amy Bailey, Paul Binette and Robert Rowe.
Also present: George Olson, Town Manager, Jody Pellerin, Peter Smith, Harry Thayer III and Douglas Dicey, all from the Gilman Park Trustees.

Mr. Scafidi went on to explain the purpose of the meeting was to begin the process toward an agreement between the Town and Trustees pertaining to who does what and who is responsible for what at the Park.

Ms. Pellerin included copies of a draft Memorandum of Understanding, the original deed, copy of their By-laws and conveyance.

Mr. Thayer asked the Board who has control over the Park. Mr. Scafidi noted that's why everyone was present. It appears the Park is wholly subsidiary of itself, based on results of the 1891 Town Meeting, and not the Town, thereby the Trustees are in charge. Jody noted that, as a Charitable Trust, it is run by a Board of Trustees. All concurred.

Mr. Smith stated the Trustees manage the Park for the Town; Mr. Scafidi corrected him by stating it's not the Town's Park: they manage the Park for the Trust for use by the townspeople. Mr. Smith asked about liability, noting two attorneys have stated the Town could provide; one other stated he was "not sure". Two individuals have resigned due to lack of clarity and did not wish to be held personally liable.

Ms. Pellerin noted Town equipment has been installed in the Park and expressed concern over Town equipment being in a private park. Mr. Rowe thought this was to be run by Town Counsel. Mr. Olson noted Attorney Tucker's letter had been shared and Town Counsel concurred. He will send the draft memo of understanding and check on the insurance liability issue.

Mr. Dicey stated the Town has put over $175,000 in the Park over the years, with ballfields, boat ramp, volleyball court, basketball courts and maintaining the road. Mr. Smith clarified that the Trust has provided funds for maintaining the road, as well as given funds to Friends of Recreation.

Mr. Scafidi proceeded to review the Memorandum of Understanding (copy attached):

1. Add pump house and boat ramp. Mr. Olson suggested some "legal language" be added to cover the ballfields, so future Boards couldn't sub-divide the land (town fencing surrounding private land);

2. Currently the department only drafts and pumps engines. Mr. Scafidi asked whether this would including erecting a building and burning it down. Mr. Thayer noted it has not.

3. This clarifies who does what and informs all about the existence of the easement.

4. Mr. Thayer suggested eliminating "sports" in order to include any type of activity. Mr. Binette suggested adding "Town" before "Department of Parks and Recreation". It was noted the Department has been doing this function for years and is not a new duty.

5. Mr. Binette asked for copies of minutes be forwarded to the Board also, thereby all will know what is being planned. Add to line: "...as a courtesy, copies of minutes of meetings be provided to the Board of Selectmen." Ms. Bailey noted a copy should also be sent to the Recreation Department, as they track activities, they should be aware of the Park's 'goings-on".

Clarification of "activity" was explained. It does not mean a few people getting together for pick-up basketball and a picnic. It means large groups (i.e. church groups, organizations, businesses) announcing an event and conducting it at the Park. Scheduling helps avoid two groups attempting to use facilities at the same time.

6. Mr. Smith noted they may only spend the interest on the principle - currently at just under $20,000.

The Town will:

1. Okay as written.
2. It was noted this has not always been done and the Trustees have been surprised at some projects that have appeared (i.e. volleyball court was to be a parking lot).
3. This provides the Trustees with an outlook for the year. It allows long-range planning. Change 'it's" to "the Town's" and add "for the coming year" to the end of the sentence.
4. Change "it's" to "the Town's". Ms. Pellerin stated Mr. Dicey currently provides these statistics.
5. Mr. Olson will research this issue.
6. This is being done and will continue.

Signature lines will be added to the final copy for all involved to sign.

Mr. Dicey stated he still is opposed to allowing dogs in the park, noting an increasing problem with maintaining the facilities. The Trustees are continuing to address this. Mr. Dicey noted if they are allowed to continue in the park, his department may not maintain it.

Mr. Olson will inform the Board of the results of discussions with Town Counsel re the memo and with NHMA Property-Liability Trust concerning the liability issue.

Ms. Jones moved to adjourn the work session; second by Mr. Binette. VOTE: Unanimous. Time: 7:08PM.

Respectfully submitted,

Barbara A. Blenk
Admin. Asst/H. R. Dir.

DRAFT
5/27/97

MEMORANDUM OF UNDERSTANDING

Between the

TRUSTEES OF GILMAN PARK

and the

BOARD OF SELECTMEN, EXETER, NH

This Memorandum of Understanding (MOU) is between the Trustees of Gilman Park, a charitable trust created by Daniel and Minnie Gilman in July of 1892, and the Selectmen of the Town of Exeter representing the citizens of Exeter for whose enjoyment the park and the trust were created.

Recognizing the need to join together in the interest of administering Gilman Park according to the wishes of the Gilmans, and to clarify the roles of Trustees and Town officials, we the Trustees of Gilman Park and the Board of Selectmen enter into this MOU concerning the operation of the park.

It is understood that the Trustees of Gilman Park will:

1. recognize that all existing athletic installations named below are town property.
   a. two ball fields
   b. one basketball court
   c. one volley ball court
   d. miscellaneous playground equipment

   WELL HOUSE
   BOAT RAMP

2. accept the use of the park by the Exeter Fire Department for certain practice activities.

3. recognize and record for future trustees the town's water main easement.

4. recognize that the TOWN'S Department of Parks and Recreation is the coordinator for organized ~~sports~~ activities in the park.

5. prepare a report annually for inclusion in the Town Report, & AS A COURTESY, provide copy of minutes of Meetings to Board of Selectmen.

6. oversee their trust fund and make disbursements as they see fit.

It is understood that the Town will:

1. recognize that Gilman Park is held in charitable trust by its trustees for the pleasure of the public in accordance with the wishes of Daniel and Minnie Gilman as stated in their deed to the original trustees on July 8, 1892 and further that the trustees have the final decision in all matters concerning the park.

2. maintain its facilities and equipment in the park in consultation with the trustees.

3. through ~~its~~ the Town's Director of Parks and Recreation, at the beginning of each year, provide the trustees a written proposal for its use of the park, for the coming year.

4. through ~~its~~ the Town's Director of Parks and Recreation, at the end of each year, provide the trustees a written report of its use of the park including a tabulation of numbers and categories of use.

5. carry adequate liability insurance specifically naming Gilman park and the trustees.

6. through its Police Department, periodically patrol the park for security purposes.

Signature lines / date.

Mr. Olson reported the Town is notified when those upstream are opening their dams but is not aware of policies of when they do this and for how long it is done. He noted Rockingham County received word of a flood warning Sunday afternoon.

Ms. Bailey stated this last rain was heavy and questioned whether it was heavier than normal and into the 150 year flood plan? Mr. Olson reported 5-8" which was less than half of what received in October, 1996, though the Governor declared disaster areas throughout the seacoast. He equated this to probably a 100 year storm. One issue involved was how low the river can go in order to continue pumping from the Gilman Park pump.

Arthur Baillargeon noted, back when the Mill was in operation, when the river was high those at the Mill opened the gate. They viewed the measure gauge at the gate site. Mr. Olson noted the Town has raised at the 'warning' level; policy change following this weekend now calls for raising at the 'watch' level.

9. Update on Court Street Commons - J. Reichlin.

Joanne Reichlin, Ad Hoc member, reported a meeting of the Court Street Commons to be held on Wednesday, July 8 beginning at 7:00PM at the Court Street building. She noted the phrase "Community Center" has come up and many have expressed an interest. The meeting is open to the public. The Committee requested a representative of the Exeter Selectmen be present. Ms. Bailey will attend.

10. Gilman Park Trustees - Lease Agreement.

A proposed Lease Agreement to the Town has been received from the Gilman Park Trustees' attorney. Mr. Olson suggests it being passed on to Town Counsel for review and comment.

Jody Pellerin noted the Lease stems from the Memorandum of Understanding brought before the Board last year. The lease details responsibilities of all involved and nothing new has been added.

Mr. Scafidi questioned Item 6 A & B regarding removal of fireplaces. Were these constructed by the Town? Ms. Pellerin assumed so. Mr. Dicey (present in the audience) noted they were there when he was hired 27 years ago. Ms. Pellerin noted the Trustees do not want the responsibility of them now.

Ms. Bailey asked if the Trustees own the land and what type of Trust Funds are available? Ms. Pellerin noted yes and the fund provides enough for very small projects.

Mr. Binette asked how soon the Agreement must be enacted, noting his wish to hear Mr. Rowe's concerns and he was not present this evening.

Ms. Bailey moved to pass the Agreement along to Town Counsel and to return comments and recommendations to the Town Manager; second by Mr. Binette. VOTE: Unanimous.

Frank Addario
5 Gary Lane
Exeter, NH 03833

To:
Niko Papakonstantis
Daryl Browne
Molly Cowan
Julie D. Gilman
Lovey Roundtree Oliff

Dear Select Board:
I am writing to you today regarding the recent announcements prohibiting dogs at Gilman Park. My wife and I have owned our home on Gary Lane for 47 years. Raised 2 daughters and have enjoyed all that Exeter offers.

My wife works in mental health and uses an American Certified Therapy Dog in her practice. The dog, with proper exercise and training, provides comfort, stress relief, and a variety of positive behavioral examples for her young clients. A lifetime ago I taught High School in Amesbury and then entered into business.

I have been in contact with Russ Dean, Julia Doane, and Chief Poulin regarding the no dog ordinance in place for Gilman Park. We have discussed the easement that is in place that states the park cannot be used "primarily" for the benefit of dogs. We have all agreed that a "secondary" use could be dogs, other sports, picnic area, etc. We have also agreed that if the ordinance could be changed to allow dogs, perhaps a portion of the park could house a fenced "dog park" where dogs could run and play unleashed. A park similar to PEA's dog park across from their football stadium would be ideal. Unfortunately, that dog park doesn't allow town residents.

It is my understanding that for an ordinance change to be successful we would need, a majority of the Select Board to be in favor with 3 readings, and public input.

I hope this matter can find it's way to your agenda. I have attached an ariel view of the park indicating a suggested area for a dog park.

I hope this matter can find it's way to your agenda so that we can change to park ordinance.

Thank you for your consideration.

Frank Addario

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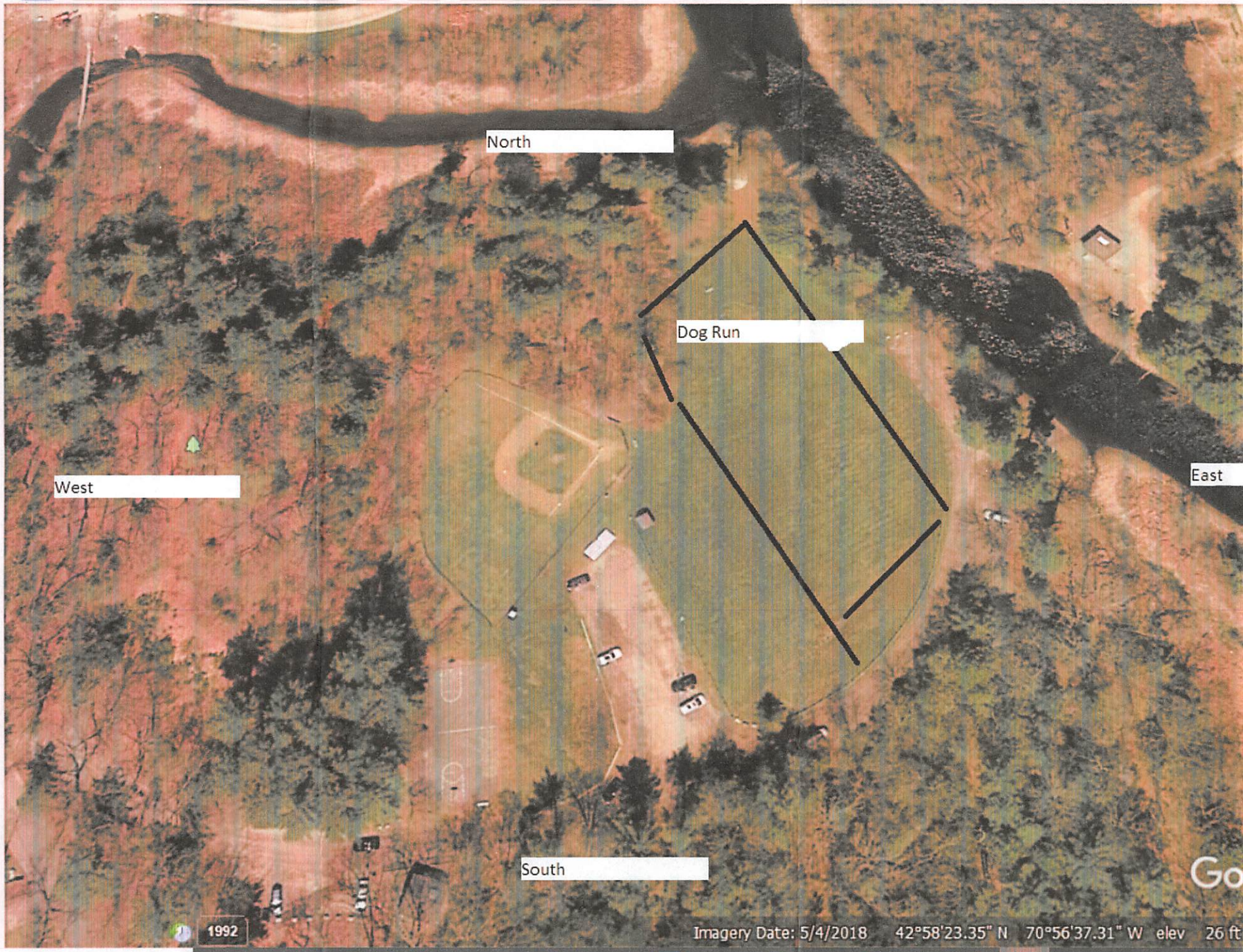

ere to search

Frank Addario
5 Gary Lane
Exeter, NH 03833

BOSTON MA 021

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Exeter Select Board

10 Front Street

Exeter, NH 03833

03833-275499

COVID 19 Updates

EXETER PARKS & RECREATION

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TOWN OF EXETER
MEMORANDUM

TO: Russ Dean, Town Manager

CC: Eric Wilking, Fire Chief
James Murry, Health Officer
Melissa Roy, Assistant Director
David Tovey, Recreation Coordinator

FROM: Greg Bisson, Director of Parks and Recreation

RE: Reopening proposal parks, programs and facilities

DATE: 05/15/2020

REOPENING PROPOSAL
PARKS, PROGRAMS & FACILITIES

This is a living document and is subject to change as more information becomes available and restrictions change

There are many unknowns at this time and the data on COVID-19 is changing daily. Currently, guidance from the Governor of NH, the CDC, and the American Camping Association regarding summer camps and other recreational programming have not been updated to reflect the current COVID-19 environment. In order to draft this proposal the Exeter Parks & Recreation staff reviewed draft guidelines released from the CDC regarding summer camps, obtained other states updated guidelines, as well as read the current childcare guidelines from the CDC for centers providing emergency care. In addition the staff has been actively participating in national, regional and local webinars, conference calls, individual calls and activity specific education updates from experts in the field to gather the most relevant and accurate information. We expect direction from the State of NH, NRPA, the CDC and the American Camping Association soon.

While we are not able to anticipate all the variables impacting the reopening of parks, programs and facilities, it is important to have a comprehensive plan to guide the Department through upcoming months and year. As this is a living document, the following are recommendations which could change at any time if new guidelines are released by the State of New Hampshire or local Town officials. Dates

provided below are approximations and may be modified to follow any guidance from local health and Town officials. Availability of necessary equipment and supplies such as hand sanitizer, hand soap and other PPE requirements will need to be considered before finalizing any decision.

Proposed Three Step Opening

Stage One – Parks, Tennis Courts, Green Spaces and Trails - **Reopen early to mid - May 2020**

Trails and Green Spaces
While some parks and trails are already open, the Town needs to ensure that proper signage and equipment is available at each location for the safety of all users. With a staggered approach, parks can be opened based on their specific amenities and when park users have the ability to maintain social/physical distancing.

Parks
Gilman Park, Brickyard Park, Townhouse Park, Recreation Park would remain open for passive recreation.

Tennis/ Pickleball Courts
The courts could be opened with proper signage and strict rules. No doubles allowed and only 2 people per court. Players must bring their own, marked balls and equipment.

Stage Two - Athletic Fields and Recreation Building - **Reopen mid June - Early July 2020**

Athletic Fields
Athletic field usage needs to adhere to the Governor's executive orders regarding group sizes, capacity issues and access to enough space to ensure proper physical distancing. These locations often include high touch areas such as bleachers or dugouts and typically see people congregating after games. Fields present challenges such as limited staff on site during use, lack of enforcement of social distancing and the cost of daily sanitizing of high touch areas.

The stay at home order issued by the Governor effectively closed athletic fields to events and programs until mid to late June at which time the Town will need to review the most current executive orders and decide if it is safe to allow usage. Any usage would be reserved for local organizations only and not include seasonal sports leagues that could attract individuals from out of state.

Recreation Building
The Recreation building should remain closed to the general public and discontinue renting to outside organizations groups to protect the staff. Staff would return on a rotating basis to limit the number of people in the office at one time. Each staff member should stay as far away from each other as applicable. Staff not in the office would work remotely. Full time Recreational staff would be allocated to run boutique programs making it difficult to offer any rentals at this time.

Indoor spaces need to adhere to the Governor's orders regarding groups size, capacity issues and proper physical distancing. Limit use of the building to Recreation Staff and Recreation programming

only. Clean immediately after any program or when necessary close down the space until it has been cleaned.

Basketball Courts

Basketball Courts at the Recreation Park should be opened for summer camp with oversight from Summer Camp Staff ensuring appropriate social distancing. For public use of the courts after summer camp the Town needs to post signage and rules restricting one person/family on each court. Participants must bring their own equipment. No basketball games allowed shooting practice only.

Stage Three - Playgrounds and Senior Center - **Reopen Dates To Be Determined**

Playground

All Town playgrounds should remain closed until the CDC, State and Local officials feel it is safe. The Town does not have the capacity to sanitize these elements daily. The federal guidelines issued playgrounds closed until Phase 4 of the reopening America plan.

Senior Center

Continue to limit use of the Senior Center to Meals on Wheels only no facility rentals. Re-evaluate in August 2020.

Special Programs & Events

Summer Concert Series

Under the current State guidelines, the Summer Concert Series would be difficult/impossible to offer this summer. Most bands themselves would exceed the allowable group size of 10 people. If limits on group sizes are increased, the concerts could continue if social distancing could be maintained. A grid system could be painted in front of the band stand to ensure proper distancing. Another option to consider is holding the concerts offsite to create drive experience for the concerts in which patrons would stay in their cars per drive in regulations and listen to the music via the FM radio in their car. (see drive in movies for further details)

Recommendation: Reformat/Reduce reducing the number of concerts down to 4.

Drive-In movies

Drive-ins movies have made a resurgence as a new trend in the age of Covid-19 . These events can be conducted using strict social distancing guidelines issued by the State of New Hampshire. The Parks and Recreation Department has scouted several locations that could meet the regulations. Registration would be required prior to the event ensuring enough capacity. Patrons would be required to stay in their cars with 10' between each car. Parks and Recreation staff would be on site wearing masks and direct traffic as well as answering patron's questions. Any food on site would be required to be brought back to the cars for consumption. A limited amount of porta potties would be supplied. Reducing the number of summer concerts would allow Recreation the ability to fund a drive-in movies series. We could offer a double feature with our concerts or a stand alone movie series.

Recommendation: Create

Fireworks:

Under the current State guidelines, the Fireworks would be impossible to hold this summer. We recommend postponing the fireworks until September 2020 in hopes that social distancing is reduced, and the crowd size allowed is larger. We could consider moving the fireworks to a location large enough in which we could do a drive-in fireworks display. Unfortunately, this poses more problems than solutions with limited parking, heavy traffic and lack of bathroom facilities.

Recommendation: Postpone/Cancel

Dan Healy Outdoor Pool

The proposed CDC guidelines for pools create significant challenges. causing a massive financial loss without opening the doors. Our swim lessons would be canceled this summer which are a major contributor in revenue generation for the pool. Proposed guidelines require temperature checks of patrons, limiting pool capacity, 6' social distancing in and out of the water, masks to be worn while not in the water and other restrictive measures. Meeting these guidelines would create unfavorable conditions to open for both the patrons and staff. The pool program is subsidized each summer by revenue produced from the summer camp, season passes, daily admissions, swim lessons and concessions. Without some of these fees the pool program would stand to lose over $40,000 or more. We did consider opening the pool for summer camp use only with an added fee to our camp parents but the cost was too high when reviewed by parents.

Recommendation: Close for summer 2020.

Summer Camps

Summer Adventure Camp

Summer Adventure Camp should be considered if it meets regulations put forth by the Governor and local officials, is financially viable for the Department and the State of New Hampshire has entered Phase 2 according to the federal government's reopening plan. The proposed COVD-19 regulations make it impossible to adhere to the original camp budget projected by staff in early 2020. The Department has designed a new format for camp that is still affordable and safe for participants and staff. Summer Camp of the past will be no longer for 2020.

In order to meet the proposed guidelines for COVID-19, Exeter Parks and Recreation would need to reduce the number of campers from 350+ down to a min of 50 and max of 110. The reduction in camp size is due to inadequate indoor space. Our survey results showed that having a rain or shine camp was very important to parents. In order to provide enough space for the campers on rain days we will need to split the kids up between the Recreation Building and the Town Hall. Under our proposed plan, we would need to utilize the Exeter Town Hall and Exeter Parks and Recreation offices as sites for inclement weather, both housing 50 and 60 campers respectively. These two locations would allow the campers/staff to visit various parks such as Gilman Park, TownHouse Common, and Swasey Parkway, all of which are large enough for us to practice social distancing. We could take more campers if we had

access to the Tuck Learning Center, however, that is unavailable for us at this time. Access to schools was one of the recommendations given to the task force by the New Hampshire Parks and Recreation Association.

A camp of 50-110 campers would require the Town to hire 8-20 camp staff at a 10:1 ratio depending upon final enrollment. The program needs a minimum of 50 campers to be financially solvent. Once we have 50 campers then a waitlist will be kept until we have groups of 10 at which time we will take all 10 off the waitlist to create the next group. In order to bring enrollment down to 50-110 from 336 campers we will first offer the revised program to all families that responded, "yes" to our survey stating they still wanted to send their children to camp even with the restrictions and new fee(37 families). Then we will hold a lottery for the families that responded "maybe" to fill any available spaces. If there is still space available we will then open registration to any registered for camp.

We are recommending many new policies and procedures for summer 2020, which meet the current guidelines set by the CDC for child care programs. These policies and procedures could change after the Governor's task force for reopening NH recommends regulations approved by DHHS to the Governor.

At this time the following policies and procedures would be instituted:

1. Camp staff would be required to get a covid-19 test 2 weeks prior to camp starting. Staff will undergo their normal training (virtual or in-person) with additional training on our COVID-19 policies and procedures, as well as, camper mental health and behavioral management.
2. Camp will be open to students entering grades 1 through 7, Teen camp and aftercare will be cancelled for this year.
3. Staggered drop off and pick up times for campers will limit exposure of staff and campers to the individual families . Each group would be assigned a drop off/pick up time. Parents will arrive and stay in their vehicle as a staff member greets them and assists their child(s) with a screening process.
4. Screening for Staff and Campers: Everyone arriving at camp will have their temperature taken and answer symptom screening questions. Parents will stay in their car and can not leave until their camper(s) have gone through the screening process. Staff or campers will be sent home if registering a temperature of 100.4 degree fahrenheit or higher. If symptoms are visible, staff or camper(s) will be sent home.
5. Suspected/confirmed COVID-19: Exeter Parks & Recreation will follow guidelines set by the CDC in regards to isolating someone who exhibits symptoms of COVID-19 (fever, difficulty breathing, lack of smell, chills, cough). If there is a suspected case, we will notify parents, staff, and local health officials, while maintaining confidentiality as required by the Americans with Disabilities Act. If a camper or staff member is placed in our isolation area, caregivers will be contacted to pick them up. Once they are picked up, that area and any area or surface that they may have touched will be disinfected. In the event that a positive case occurs at camp, we will have to shut down camp for 2 weeks or more, with all campers and staff returning only after providing a doctor's note verifying a negative test for Covid-19. Anyone exposed to a person with COVID-19 should stay home and self-monitor for symptoms, and follow CDC guidance if symptoms develop. Parents should keep campers home if they are experiencing or exhibit any symptoms.

Staff will be asked to do the same. If a camper or staff member is sick, they should stay home and not return until they have met the CDC requirements to discontinue home isolation.

6. Refund Policy: If a family decides to withdraw from camp on their own free will, we will not issue a refund. If a camper tests positive for COVID-19 before or after the start of camp, we will issue a full refund. Partial or full refunds for campers who need to quarantine in the event another camper in their group shows signs or tests positive for COVID-19.
7. All staff will wear masks at all times. The CDC recommends children wear masks but the America Academy of Pediatrics contradicts this and indicated this would be problematic. We suggest campers wear masks during drop off/pick up times and/or when social distancing is challenging.
8. Campers will be placed into groups of 10 with 1-2 counselors per group. The campers in these groups would be in the same group for the entire summer. Additional staff will be hired to anticipate sick leave.
9. Groups will maintain an appropriate distance from other groups at all times. Campers, within their own groups, would continue to practice social distancing. Games and activities would be tailored to meet these social distancing guidelines. However, there is some inherent risk within the individual groups of 10.
10. Hand washing will be the preferred method for sanitation, however, hand sanitizer will be available for staff and campers. Proper hand washing will be taught and required when instructed to by staff (upon arrival, before lunch, before and after using equipment/crafts, after sneezing/coughing, after using the restroom, or coming in contact with someone who displays flu like symptoms), fun camp songs that are 20 seconds long are encouraged.
11. Separate activities bags will be issued for each group. These individual bags will include everything from athletic equipment to arts and crafts. These items will be sanitized after each use. There will be no sharing of equipment or arts and crafts between groups.
12. Each group will have a tent to store their belongings, get some shade and eat lunch or snack.
13. The concession stand will be closed as CDC regulations state all campers should bring their own lunch and snack.
14. Bathroom breaks will be staggered. EPRD and Summer Adventure Camp staff will disinfect high touch surfaces in the bathroom after each group use and on a set schedule. Any child that needs to go to the bathroom off schedule will be allowed. Each night our professional cleaning service will clean and sanitize the bathrooms.
15. The Recreation Park will be closed to the public while camp is in session. This may be hard to enforce since it is a public park. The playground and pool will be closed to the public, We could limit the use of the tennis courts and basketball courts. The CDC recommends that all camps be closed to the public but they are not taking into account municipal camps that are conducted in public spaces.
16. No field trips. There is no safe way to conduct field trips under the current guidelines. Nature based field trips were considered as an alternative but ultimately were eliminated to avoid highly popular attractions.
17. Our camp has always been an affordable summer option for residents. Unfortunately, with the current guidelines and added safety requirements, we can not run camp at our original price of $705. The new fee of $283 would cover additional staff for smaller groups, additional sanitizing supplies, PPE for staff, professional cleaning service, signage, additional tents for shade,

additional sports equipment, arts and craft supplies, hand washing stations and a contingency line.

18. The staff that will be working at summer camp this summer will be the oldest and most seasoned counselor on our staff. We feel strongly that we need staff we can depend upon to follow the guidelines and help the kids understand and accept the changes this summer by being great role models.

Recommendation:

1. Open camp June 29th instead of June 15th
2. Reduce program length from 9 weeks to 7 weeks
3. Add an additional $283 per camper fee to cover new requirements and guidelines.
4. Close concession stand
5. Close Planet Playground
6. Close Recreation Park to the Public while camp is in session
7. Cancel Teen program and aftercare
8. Get permission to use Town Hall as a back up rain space.

Potential Issues with Opening Camp:

- If there is an outbreak or suspected case of COVID-19 at camp we would need to potentially send campers home to quarantine for the necessary number of days. If families ask for a refund during this time we will not have the revenue to supply them with a refund while still running camp. All staff are to be paid even while on quarantine. Most of the expenses to run camp are spent before the start of camp which makes refunds difficult. The Town will need to create a COVID-19 refund policy that protects the program from ending up in a financial deficit.
- The Town needs to set a deadline for making the decision on summer camp to allow the Recreation Staff enough time to get set up and create the necessary changes provided.
- The Recreation park is the community's most popular park. The town is currently unable to monitor the property 24/7. As the park opens more people will be using the facility which could increase exposure.

<u>Alternative Programming</u>

Exeter Parks and Recreation employs a talented group of full time recreation professionals that can offer a variety of boutique summer options. These programs would be capped at 8-9 participants to allow for social distancing. In some cases participants would be required to bring their own supplies and equipment that they would only be able to use. Some of the options include: basketball skills and drills, lacrosse skills and drills, woodworking, lego workshops, Esports leagues, outdoor yoga, zumba, weekly drop in sports games, tennis camp, flag football camp, golf camp, karate, kids crafts, senior one on one wellness checks, weekly arts and crafts, outdoor walking group, senior shopping service, and many more.

EXPENSES FY'2020 Summer Camp				FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 110 Kids (10:1) 1 Director 3 Coordinators 16 Counselors	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 50 Kids (10:1) 1 Director 3 Coordinators 5 Counselors
8452010	51210	Sal/Wages Temporary Help						
			Intern				$0.00	$0.00
w/training		With no guidelines	SAC Counselors	$115,073.08	$153,465.98	$150,993.76	$54,000.00	$27,900.00
			FICA/MED				$4,131.00	$2,134.00
8452010	55240	Rec Programs						
			Background Checks	n/a			$375.00	$175.00
			Recreation Park security Camera	$0.00	$1,935.45	$0.00	$0.00	$0.00
			Banners	$0.00	$0.00	$216.00	$216.00	$216.00
			Buses	$0.00	$0.00	$12,467.04	$0.00	$0.00
			Bus Passes - State Parks	$0.00	$0.00	$360.00	$0.00	$0.00
			Camp Seminars/Training/Job Fair	$0.00	$0.00	$2,115.31	$0.00	$0.00
(Estimated using cotton screen print tee shirt $7 , $20)			Camp Staff Uniforms	$0.00	$2,321.00	$4,461.00	$210.00	$98.00
			Camp Yoga Instructor	$0.00	$1,502.20	$0.00	$0.00	$0.00
			Driver Check Reimbursement	$0.00	$0.00	$105.00	$70.00	$70.00
			Easy Clocking	$0.00	$0.00	$1,090.15	$500.00	$400.00
	$35 per person		First Aid/CPR Class Reimb.	$0.00	$0.00	$299.50	$350.00	$140.00
			Ipads/screen protect	$0.00	$0.00	$2,165.91	$0.00	$0.00
			Kinderlime	$0.00	$0.00	$1,512.00	$0.00	$0.00
			Lollipop Festival	$0.00	$510.00	$1,179.66	$0.00	$0.00
			Magic Show	$0.00	$0.00	$400.00	$0.00	$0.00
			Moe's			$408.25	$0.00	$0.00
			Online Training	$0.00	$0.00	$375.00	$390.00	$390.00

EXPENSES FY'2020 Summer Camp			FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 110 Kids (10:1) 1 Director 3 Coordinators	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 50 Kids (10:1) 1 Director 3 Coordinators
		Police Detail	$0.00	$0.00	$165.00	$0.00	$0.00
		Program Expenses	$29,746.04	$32,422.96	$0.00	$0.00	$0.00
	Entertainment Options	SAC Activities	$34,521.59	$25,820.05	$0.00	$0.00	$0.00
		SAC TRips	$0.00	$0.00	$32,275.32	$0.00	$0.00
		Storage Shed	$0.00	$0.00	$279.00	$0.00	$0.00
		SAC Supplies	$0.00	$0.00	$8,370.53	$3,000.00	$800.00
		T-Shirts for Campers	$3,984.00	$7,293.50	$4,060.80	$0.00	$0.00
		Time Cards	$0.00	$0.00	$238.89	$95.00	$95.00
		Van Rentals	$0.00	$0.00	$10,843.25	$2,000.00	$2,000.00
		Van Windshield	$0.00	$0.00	$494.97	$0.00	$0.00
		Van Cleaning			$150.00	$0.00	$0.00
		Teen-Activities	$6,608.00	$14,472.49	$0.00	$0.00	$0.00
		Teen-Buses	$0.00	$0.00	$1,199.39	$0.00	$0.00
		Teen-Camp Staff Uniforms	$0.00	$0.00	$480.00	$0.00	$0.00
		Teen-T-Shirts for campers	$513.85	$0.00	$612.75	$0.00	$0.00
		Teen-Trips	$0.00	$0.00	$6,090.53	$0.00	$0.00
		First Aid Supplies				$500.00	$200.00
			$190,446.56	$239,743.63	$243,409.01	$65,837.00	$34,618.00
	COVID -19 Expenses						
		PPE-masks	n/a	n/a	n/a	$320.00	$100.00
		PPE-gloves	n/a	n/a	n/a	$400.00	$157.00

EXPENSES FY'2020 Summer Camp			FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 110 Kids (10:1) 1 Director 3 Coordinators	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 50 Kids (10:1) 1 Director 3 Coordinators
		Thermomaters	n/a	n/a	n/a	$200.00	$100.00
		Extra S.A.C Counselors	n/a	n/a	n/a	$15,750.00	$7,200.00
		FICA/MED				$1,205.00	$551.00
		Background checks				$125.00	$50.00
		Extra Staff Uniforms				$70.00	$28.00
		Extra Tents	n/a	n/a	n/a	$660.00	$0.00
		Cleaning Company	n/a	n/a	n/a	$3,600.00	$2,800.00
		Cleaning Supplies	n/a	n/a	n/a	$1,000.00	$600.00
		Extra Supply Bags/tubs	n/a	n/a	n/a	$60.00	$40.00
		Extra Athletic Equipment	n/a	n/a	n/a	$500.00	$200.00
		Extra Art Supplies	n/a	n/a	n/a	$750.00	$300.00
		Hand Sanitizer	n/a	n/a	n/a	$1,000.00	$200.00
		Hand Washing Stations	n/a	n/a	n/a	$900.00	$0.00
		Faciltiy Rentals	n/a	n/a	n/a	$0.00	$0.00
		Signage for new changes	n/a	n/a	n/a	$0.00	$0.00
		Extra Sand Bags				$80.00	$0.00
		First Aid/CpR				$150.00	$0.00
		First Aid Supplies				$250.00	$100.00
		Contingency				$4,000.00	$2,000.00
		Subtotal of COVID Expenses	**$68,251.63**	**$69,869.71**	**$84,032.58**	**$31,020.00**	**$14,426.00**
		TOTAL EXPENSES				**$96,857.00**	**$49,044.00**
REVENUE FY2020							

EXPENSES FY'2020 Summer Camp					FY17 ACTUAL	FY18 ACTUAL	FY19 ACTUAL	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 110 Kids (10:1) 1 Director 3 Coordinators 16 Counselors	FY2020 BUDGET PROJECTIONS COVID-19 (7 weeks) 50 Kids (10:1) 1 Director 3 Coordinators 5 Counselors
8340100	44124	**Summer Adventure Camp**							
			Activities (Field Trips)			$49,216.93	$53,291.35	$0.00	$0.00
			Aftercare			$7,622.00	$9,772.00	$0.00	$0.00
			Moe's			$612.00	$612.00	$0.00	$0.00
			Pickleball			$70.00	$0.00	$0.00	$0.00
			Registrations			$186,229.25	$230,973.75	$108,680.00	$49,400.00
			Subtotal S.A.C.			**$243,750.18**	**$294,649.10**	**$108,680.00**	**$49,400.00**
8340100	44124	**Teen Camp**							
			Field Trips			$7,098.00	$9,889.00	$0.00	$0.00
			Registration Refund				-$655.00	$0.00	$0.00
			Registrations			$29,617.50	$28,103.25	$0.00	$0.00
			Subtotal Teen Camp			**$36,715.50**	**$37,337.25**	**$0.00**	**$0.00**
	835090	44149	**Sponsorships**						
			S.A.C.			$2,000.00	$3,500.00		
				Sub Total Revnue		**$282,465.68**	**$335,486.35**	**$108,680.00**	**$49,400.00**
				NET Summer Camp Total			$92,077.34	**$11,823.00**	**$356.00**

AMTRAK® NEWSRELEASE

FOR IMMEDIATE RELEASE
May 7, 2020

Amtrak Requires Facial Coverings as Added Measure of Protection

WASHINGTON – As part of Amtrak's ongoing commitment to protect customers and front-line employees in response to the coronavirus pandemic, beginning on May 11 Amtrak is requiring that all customers in stations, on trains and thruway buses wear facial coverings.

"The safety of Amtrak's customers and employees is our top priority and requiring a facial covering is one more way we can protect everyone," Amtrak President and CEO Bill Flynn said. "Amtrak continues to operate as an essential service for those who must travel during this public health crisis. Our services will be even more critical as our nation recovers."

This new policy will require customers wear a facial covering over their nose and mouth while in stations, on trains and thruway buses. Facial coverings can be removed when customers are eating in designated areas, in their private rooms, or seated alone or with a travel companion in their own pair of seats. Small children who are not able to maintain a facial covering are exempt from this requirement.

The Centers for Disease Control and Prevention (CDC) recommends the use of simple cloth facial coverings or masks to slow the spread of the virus and prevent transmission. Customers must supply their own facial covering. Customers can go to CDC.gov for detailed instructions on how to make their own facial covering.

Amtrak continues to take extra steps to sanitize stations and trains. Additional measures include the following:

- Limiting bookings: To help maintain CDC recommendations for physical distancing onboard trains, we have temporarily reduced Coach and Business class sales to 50% capacity.
- Going cashless: As an added measure to ensure the health and safety of our customers and employees, we are temporarily accepting only cashless payments in stations and on trains.
- Promoting physical distancing: Signage has been displayed at several of our busiest staffed stations to indicate safe distances in high customer traffic areas such as waiting

rooms, in front ticket offices, at the base/top of escalators, lounge entrances, etc. In addition, clear protective barriers have been retrofitted at staffed stations where there are no current glass barriers.

- Updating food and beverage service: We are temporarily offering Flexible Dining service in the dining or lounge car on all long distance routes (except *Auto Train*) and encouraging all Sleeping Car customers to select optional room service for their meals. In addition, we are limiting seating in dining and café areas.

Amtrak continues to evaluate current practices and pilot new opportunities to support personal safety.

Visit Amtrak.com for more information about how Amtrak is maintaining a safe environment.

About Amtrak®
With our state and commuter partners, Amtrak moves people and the nation forward. We are committed to operating a safe, environmentally efficient and fiscally responsible business. Book essential travel, check train status, access your eTicket and more through the Amtrak app. Learn more at Amtrak.com.

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CONTACT:
Amtrak Media Relations
202 906.3860
mediarelations@Amtrak.com

ATK-20-021

New Hampshire Municipal Association

COVID-19 Municipal Relief Fund (MRF)
$32 Million Authorized by the Governor on May 4, 2020

Frequently Asked Questions (FAQs)
May 13, 2020

General Questions:

- **What is the $32 million Covid-19 Municipal Relief Funding the Governor authorized on May 4, 2020?** Under the CARES Act, New Hampshire was allocated $1.25 billion from the US Treasury for a Coronavirus Relief Fund, sometimes referred to as "Flex Funds". This money may be expended at the discretion of the Governor and spent in accordance with **US Treasury Guidance.**. On May 4, the Governor allocated $32 million of New Hampshire's $1.25 billion for municipal relief. We are calling this the COVID-19 Municipal Relief Fund or MRF.

- **How much money will each municipality receive and how was this amount determined?** A **Town-By-Town allocation** of the $32 million was determined based upon the 2018 population estimates prepared by the NH Office of Strategic Initiatives. The amount shown on the allocation list is the ***maximum*** amount a municipality may receive as reimbursement for eligible COVID-19 expenses incurred.

- **How and when will municipalities receive payment from the MRF?** The MRF is a reimbursement program, again with a cap on the amount of reimbursement allocated to each municipality. Reimbursement requests will be submitted to the Governor's Office for Emergency Relief and Recovery (GOFERR) by the following deadlines for expenses incurred during the following time periods:

    - By **June 1, 2020**, for eligible expenses incurred from March 1, 2020, to April 30, 2020;
    - By **July 15, 2020**, for eligible expenses incurred from May 1, 2020, to June 30, 2020; and
    - By **September 15, 2020**, for eligible expenses incurred from July 1, 2020, to August 31, 2020.

If a municipality fails to submit a request by the applicable deadline, a reimbursement payment for expenses incurred during the applicable time period will not be made. GOFERR will make every effort to issue all checks within 30 days after receipt of the request.

- **Will COVID-19 expenses that occur after August 31, 2020 be reimbursed?** By September 15, 2020, on a report created by GOFERR, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30. Municipalities will also include any COVID-19-related expenses that are, or may, be eligible for reimbursement from any other available federal or other public funding source for COVID-19 relief, including, but not limited to, FEMA, for which they have not yet received reimbursement. GOFERR will use this information in considering whether further relief might be needed after August 31.

- **What happens if our eligible COVID-19 expenses are not as much as our allocated amount, or if our expenses exceed our allocated amount?** Any amount allocated to a municipality that exceeds its eligible expenses from March 1 to August 31 submitted for reimbursement, will, after August 31, lapse back to the state for other disbursement. Municipalities will only be reimbursed up to their allocated amount of the MRF. If a municipality's expenses exceed the amount allocated, that amount can be reported in the estimate of additional COVID-19-related expenses they will incur through December 30, 2020.

Grant Agreement Questions:

- **What documents need to be filed in order to receive reimbursement from the MRF?** Municipalities must complete and submit the GOFERR Grant Agreement and the GOFERR Reimbursement Request Form, both of which are available on the GOFERR Municipal & County Payment webpage. The Grant Agreement may be emailed to municipalities@goferr.nh.gov as soon as possible or submitted with the initial Reimbursement Request Form by June 1, 2020. The Reimbursement Request Form is an excel spreadsheet with two tabs - one for the reimbursement request and one for the required documents supporting the requested reimbursement.

- **Page 1 of the Grant Agreement asks for a "State Vendor Number" and "Completion Date". What should be entered?** The State Vendor Number is the municipality's NH First Vendor Number which may be obtained from the NH Department of Administrative Services Vendor Resource Center. The completion date is August 31, 2020.

- **In section 1.11B of the Grant Agreement, does the "Designated Signing Authority" have to actually sign the agreement?** Yes, the designated signing authority should both sign and print their name on the agreement.

- **The GOFERR Grant Agreement Exhibit J requires a DUNS number. What is this and where do I get that number?** A Data Universal Number System (DUNS) number is a unique

nine-character number used to identify your organization. The federal government uses the DUNS number to track how federal money is allocated. Municipalities that have received federal grants in the past may already have a DUNS number. To obtain a DUNS number, go to the Applicant Registration page on Grants.Gov.

- **The GOFERR Grant Agreement Exhibit A, #6 also requires registration in SAM. What is SAM and how do I register?** The System for Award Management (SAM) is an official website of the U.S. government. You must have an active registration in SAM to do business with the Federal Government. To register in SAM, at a minimum, you will need the DUNS number described above, your taxpayer identification number, and bank account information. To register, go to the homepage on the SAM website.

- **How do municipalities accept the MRF money?** This money may be accepted in accordance with the NHMA Guidance on Acceptance and Expenditure of CARES Act Assistance by Local Governments, posted on the NHMA COVID-19 Resources page. Additionally, the Grant Agreement asks that municipalities attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. For acceptance under RSA 31:95-b or RSA 21-P:43, the minutes of the public meeting or hearing would be sufficient. If acceptance under RSA 21-P:43 is by the "executive officer", such as the city manager, then a signed document indicting acceptance of the funds by the executive officer should be sufficient.

Eligible Expense Questions:

- **In general, what type of expenses are eligible for reimbursement under the MRF?** The MRF is intended to reimburse municipalities for COVID-19-related expenses that are ***not*** eligible for Federal Emergency Management Agency (FEMA) reimbursements or covered by other federal programs. Eligible reimbursements include, but are not limited to:
  - Increased welfare costs for food, shelter, and utilities;
  - Interest on Tax Anticipation Notes (TANs) or other short-term borrowing due to higher than usual property tax delinquencies;
  - New telework costs for remote municipal operations such as computers, software, and networking costs;
  - Increased election costs (if not covered by other federal funding);
  - Wages and benefits required by the Families First Coronavirus Response Act for non-First Responders;
  - Childcare costs for First Responders and essential employees due to school closures;
  - Increased unemployment costs for municipalities that self-fund and are not otherwise covered.
  - Legal fees associated with new federal requirements and State of Emergency orders;
  - Municipal building modifications including more frequent cleaning/disinfecting and installations necessary for social distancing and public safety;
  - Facility signage such as park/beach closures;

- Credit card fees where the municipality waives the fees paid by cardholders since "in-person" payments are not an option.
- **All eligible expenses must be related to COVID-19**

- **In general, what type of expenses are not eligible for reimbursement under the MRF?** The MRF cannot be used for:
  - Costs accounted for in the budget most recently approved as of March 27, 2020;
  - Compensating for revenue shortfalls;
  - FEMA-eligible expenses;
  - The 25% local match required for FEMA-eligible expenses;
  - Expenses covered by other federal programs such as community development block grants;
  - Workforce bonuses other than hazard pay or overtime;
  - Severance pay or legal settlements.

- **What does "costs accounted for in the budget most recently approved as of March 27, 2020" mean?** The US Treasury Guidance explains that the CARES Act requires payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

  For example, if municipal welfare costs are budgeted for $1,000 per month, and suddenly increase to $2,500 in May due to COVID-19-related increases in unemployment or furloughs, then the increase of $1,500 would be eligible for reimbursement from the MRF. If a municipality budgeted $5,000 for interest on a Tax Anticipation Note (TAN) expected to be outstanding for 6 weeks from mid-May to early July, but incurs interest costs of $15,000 since the TAN is outstanding through August 31, the additional $10,000 of interest expense would be reimbursable by the MRF.

- **Is there a "match" requirement (like FEMA's 25% local match) or will the MRF pay 100% of eligible costs?** The MRF will reimburse 100% of the costs for COVID-19-related expenses that are not reimbursable by other federal programs or grants.

- **Will the MRF reimburse municipalities for the local 25% match for FEMA eligible costs?** No, the MRF will not reimburse municipalities for the 25% match required on FEMA funding. However, we understand that there is a request for 100% reimbursement of FEMA eligible costs (i.e. no 25% local match required on FEMA eligible costs). As far as we know that request has not been approved at the federal level.

- **The minimum level for FEMA reimbursement is $3,300. If my municipality does not meet this minimum FEMA threshold, will those otherwise FEMA eligible costs be**

reimbursed from the MRF? Yes, if your costs do not meet the minimum FEMA eligibility level of $3,300, those costs may be reimbursed by the MRF, up to your allocated amount.

- **If an expense is rejected by FEMA, can we subsequently submit it for reimbursement from the MRF even if the expense is outside the time period for which we are requesting reimbursement? For example, can an April expense rejected by FEMA be submitted in our September 15th MRF Reimbursement Request?** Yes, as long as the denial was received by August 31st.

- **What if we receive reimbursement from the MRF for an expense we later determine is eligible for reimbursement from FEMA or a grant through another federal program?** The reimbursement requests will be reviewed before being authorized so claiming items that are known to be reimbursable from FEMA or another program may result in disallowance until the alternate funding source is sought. If the municipality in good faith determined that an item was not allowable under the alternate funding source and obtained reimbursement from MRF, the municipality cannot also seek reimbursement from the alternate source but will not have to pay back the MRF.

- **Will the MRF reimburse municipalities for the payroll taxes associated with payment of the First Responder Stipend?** Yes, municipalities can choose to use the MRF for employer paid payroll taxes associated with the First Responder Stipends.

- **Since the First Responder Stipend will be included in the overtime rate calculation, will the increase in overtime costs due to this stipend be eligible for reimbursement from the MRF?** Yes, municipalities may request reimbursement from the MRF to offset the difference in overtime costs due to the First Responder Stipend being included in the overtime rate calculation.

- **Can a municipality's allocation from the MRF be used to provide hazardous duty pay for non-First Responders who interact with the public and have increased COVID-19 exposure similar to First Responders, such as Public Works employees and Tax Collector's office staff? ".** The US Treasury FAQ states that hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. If there are public employees that are being required to work and whose work increases their risk of exposure to COVID-19 because it requires interaction with the public, there is a reasonable argument that they are performing "hazardous duty… related to COVID-19" and therefore a hazard payment could be an allowable expense, even if they are not "substantially dedicated to mitigating or responding to COVID-19". However, hazard pay simply for being a municipal employee would not be an eligible expense if, for example, the municipal employee is teleworking from home during the State of Emergency.

- **In response to the public health emergency associated with COVID-19, we discontinued recycling and are now experiencing an increase in hauling costs at our**

transfer station. Are these increased hauling costs eligible for MRF reimbursement? Yes, the increase in hauling costs are an eligible expense under the MRF to the extent that those costs are:

- directly related to local government action in response to the public health emergency associated with COVID-19,
- not accounted for in the budget most recently approved as of March 27, 2020, and
- were costs incurred during the period that began March 1, 2020.

- **Regarding childcare costs for First Responders and essential employees due to school closure - who is deemed an "essential" employee? Is it all municipal employees because we are exempt from the Executive Order to stay at home?** No, not all municipal employees are "essential" just because government is exempt from the stay at home order. To be reimbursed from the MRF, the need for childcare would have to be traceable to COVID-19.

- **Would eligible childcare costs have to be paid by the municipality before requesting reimbursement from the MRF?** Yes, the municipality will need to incur the eligible childcare cost prior to seeking reimbursement from the MRF.

- **Are the reimbursements only for daycare arrangements that had to be made on or after March 1 in response to the State of Emergency, or does it also include existing daycare arrangements that were in place before?** The MRF would not cover pre-existing day care costs that have not changed due to the State of Emergency. If the cost has increased due to the State of Emergency, the MRF will reimburse the difference between the "normal" childcare rate and the State of Emergency rate. The MRF will only cover costs incurred after March 1.

- **Unanticipated interest costs on Tax Anticipation Notes (TAN) is a reimbursable expense from the MRF through August 31. However, TAN interest may occur after August 31, possibly even after the December property tax bills are issued. Will TAN interest costs incurred after August 31 be reimbursed?** As explained in a previous answer, in September, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30. GOFERR will use this information in considering whether further relief might be needed after August 31.

- **May MRF payments be used to assist impacted property owners with the payment of their property taxes?** MRF payments may not be used for revenue replacement, including property tax revenue shortfalls.

- **The Governor's Program Overview and Guidance describes an allowable cost as "economic support for losses due to business interruptions". What does this mean?** According to the US Treasury FAQ, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency constitutes an allowable expense. Pursuant to this guidance, the GOFERR Legislative Advisory Board and Stakeholder

Advisory Board are charged with recommending to the Governor how the remainder of the $1.25 billion in Coronavirus Relief Funds should be used to assist businesses, non-profit organizations, healthcare facilities, educational institutions, individuals with unemployment relief and other sectors of the economy. Information about the work of these Boards is available on the GOFERR website.

- Additional questions and answers are available in the US Treasury Coronavirus Relief Fund Frequently Asked Questions.

New Hampshire Municipal Association

Reopening Task Force Testimony

May 14, 2020

All 234 towns and cities are members of the New Hampshire Municipal Association (NHMA). NHMA serves our members through legal advice, training, and advocacy. As I'm sure you are aware, like businesses, towns and cities have been severely impacted by COVID-19—with decreases in revenues, increases in expenses, and working to change the way they operate so that they can continue to serve their public while keeping residents and municipal officials as safe as possible. As a result, NHMA has had no shortage of issues and questions to help our members untangle, and we have been grateful to work alongside state officials on many of these matters. Collaboration is key right now, and NHMA has been working hard to facilitate that collaboration.

NHMA has received many questions and concerns from our members throughout the reopening process, particularly about why towns and cities have not had a voice in the reopening process when they are so integral in the implementation of the reopening of businesses. I have also been listening to most task force meetings, including yesterday's meeting, so I am aware of the feedback and concerns some of the task force members are hearing about issues happening at the local level.

My goal here today is to provide you the municipal perspective and explain the issues towns and cities are facing in the reopening process; advocate for the task force to take municipal input in the process going forward; and answer any questions from the task that I can.

It is no secret that we have been advocating for the task force to include a municipal representative. You may wonder why the Task Force would need a municipal member when local government is not an industry or sector that requires the reopening by the governor. As you are aware, local government was expressly exempt from both stay at home orders, which allows them to make local decisions about closing their own facilities, working remotely, and suspending or cancelling programs and activities.

But the reopening process is happening in our towns and cities, all of which have local ordinances and regulations that exist for health, safety, and welfare purposes. For that reason, it is crucial that the reopening guidance include input from towns and cities. Not only are towns and cities directly impacted by every step towards reopening, they are also on the frontlines of enforcing the rules and dealing with the effects of businesses reopening. Town and city officials are also the ones who receive complaints from residents about reopening too fast, and complaints from businesses that that they are making it too slow. It is their police officers, health officers, and other officials who respond and attempt to enforce the restrictions the task force has recommended for safe reopening, and they are, of course, very concerned about new spread of COVID-19 in their communities, as well as potential exposure of their first responders and other municipal officials.

Here are some examples of the efforts and issues happening at the local level with the reopening process.

Like in many municipalities, the expansion of a restaurant in Bristol would normally require site plan approval. Not wanting to put restaurants through that, they created a simple form asking for basic

information, like seating arrangement, number of seats per table, spacing between tables, etc. There is no fee and they guarantee a turn-around within 48 hours of receipt so that all necessary permits can be issued much more quickly than normal. But they received pushback from some businesses that they are expressly exempt from local requirements and do not need to comply. Similar issues have been reported from other municipalities, particularly with restaurants and with campgrounds.

In the Town of Hanover, municipal officials have reported success working with business owners, but there are still steps they have had to take, working to quickly free up public sidewalks and parking spaces for restaurant use, tent installation, and certifying occupancies. They have authorized the use of town property without charging a permit fee and are issuing licenses to operate without the normal fee. Some of the additional costs of their efforts may be reimbursable, but they are nonetheless incurring the expenses to help get their local economy running.

Manchester is allowing restaurants to use private parking lots or sidewalks for outdoor dining where possible. Manchester is even considering a request to close Elm Street, and Concord is looking at how it might close down sections of Main Street for outdoor dining to use space that is usually for parking or sidewalks.

There seems to be a perception that towns and cities are inappropriately stalling the process, but, instead, they are trying to navigate through policies and rules at the local level to allow reopening to happen in a safe and legal way. A thriving main street is good for local government: businesses drive revenue into towns and cities, they pay taxes, they employ people. But while businesses and industry representatives have been able to give input on how much time they would need to prepare to reopen safely, and what they would need to do to comply with requirements or guidelines, towns and cities did not have the chance to prepare themselves or to explain to the task force what they would need to do to give businesses the approval necessary to move forward.

As the governor has made very clear, local ordinances and regulations still apply to the businesses that are reopening. Towns and cities don't have the ability to ignore their own regulations or ordinances, and many of them are moving as quickly as they can to implement processes for waivers, quick approvals, or other relief that would not normally be granted. If municipal input were provided along the way, some of the conflict or confusion that you may be hearing about as businesses work to reopen could have been resolved ahead of time. There was also conversation at the task force meeting yesterday about the need to monitor the reopening and consider the impacts of the guidance, including what is not working. I hope that municipal input will be received in conducting that review.

Enforcement is also an issue and has been a significant source of confusion. And although the method of enforcement is not part of the task force's charge, it is an important part of the picture at the local level. There has been confusion not only about what can be enforced at the local level, but also which local officials have the authority—police, health officers, code enforcement, the state, etc. For example, in municipalities like Nashua, their health officers normally enforce all restaurant regulations. But as municipalities are being directed that it is local law enforcement that has the authority to enforce the emergency orders and reopening requirements, police officers are now being asked to step in and deal with these issues. As a result, NHMA has been communicating with

the Attorney General's Office and are working to create guidance on the enforceability of Stay at Home Order 2.0 (EO #40) and the reopening guidance documents.

As a final point, although towns and cities were exempt from the Stay at Home Order, there are still programs, activities, and facilities they could use guidance on reopening safely or whether to hold them at all. Many of them have been forced to make decisions to cancel summer programs and events, while others are holding out as long as possible before making that decision, but time is running out. Here is a nonexhaustive list of some of the more pressing items municipalities are seeking guidance or assistance with:

- Special events
- Pools
- Parks and playgrounds
- Summer camps and recreational leagues
- Traveling carnivals
- Gaming industry
- Additional guidance for retail operations

In conclusion, we respectfully advocate for the following steps to be taken to improve the reopening process going forward:

- Actively include the municipal voice in the reopening process in order to consider their concerns, anticipate issues, and clarify confusion before it occurs.
- Even if the task force is not the appropriate entity to make decisions or recommendations about enforcement of reopening standards and guidance, ensure there is clear guidance on enforcement before more reopening orders are issued.
- Clarify the appropriate individuals at the state level for towns and cities to contact with questions or issues on various topics.
- Use NHMA as a resource moving forward.

May 11, 2020

His Excellency Christopher T. Sununu
Governor of New Hampshire
107 North Main Street
Concord, NH 03301

Dear Governor Sununu,

Thank you for the work that you are doing on behalf of the state of New Hampshire during this trying time. As members of the Legislative Advisory Board of the Governor's Office for Emergency Relief and Recovery, we write today to share our Funding Allocation Proposal requested by your office for the $1.25 billion grant received from the State-Local Coronavirus Relief Fund in the federal CARES Act.

Since the Legislative Advisory Board was established, we have solicited testimony from state agencies, stakeholder and advocacy groups, nonprofits, businesses, municipalities, and more. While it is clear to us that the need and demand for the State-Local Coronavirus Relief Fund far exceeds the available resources, our proposal compliments additional federal funding sources to provide the most relief possible. Nearly twenty hours of public testimony informs the proposal before you; we thank you in advance for your thoughtful review and consideration of these recommendations.

In some areas, our proposal expands the groundwork of the Executive Branch, for instance, $100,000,000 in hospital relief funds, $40,000,000 in funds for other health care providers, and $20,000,000 in relief funds for nursing home and long-term care facilities - all of which should be disbursed immediately as grants to address the financial impact those organizations are facing because of COVID-19.

As we begin reopening our economy, the biggest impediment to getting people back to work is access to safe, reliable, and affordable childcare. We propose an allocation of $25,000,000 for childcare, including daycare and after school care. These funds should be administered by an outside organization like the CDFA or Community Loan Fund to enable expedient delivery to shore up childcare, which is the underpinning of the rest of New Hampshire's economy.

Our proposal also expands on the specialized funding streams established by the federal government to fill in gaps, including an allocation of $100,000,000 for business relief funding to be disbursed through the Business Finance Authority to help small and medium sized New Hampshire businesses surmount the impact to their businesses and employees through grants, and loan guarantees. These funds would prioritize assistance to smaller businesses that did not

receive or did not qualify for PPP funding and help cover the costs incurred to reopen safely. An allocation of $5,000,000 is also recommended for agriculture relief to be distributed immediately to provide assistance to farmers and fishers suffering COVID-19 related losses.

Our proposal sets aside $30,000,000 in funding to support New Hampshire's nonprofit sector, including a $5,000,000 grant specifically for the New Hampshire Food Bank to restock depleted shelves due to increased demand and decline in donations and to soften the blow of increased food prices. These grants will help nonprofits that are providing critical services during the pandemic while also experiencing difficulty fundraising. In an effort to more expediently disburse funds, we suggested these funds be disbursed through the CDFA and the Charitable Foundation to supplement the funds they have already established to assist non-profits.

We know New Hampshire's higher education infrastructure has been deeply impacted by the pandemic and the necessary transition to remote learning. The GOFERR Legislative Advisory Board recommends the following allocations to address the financial impact of this transition: $10,000,000 to the University System of New Hampshire; $5,000,000 to the Community College System of New Hampshire; and $5,000,000 to private colleges and universities.

The GOFERR Legislative Advisory Board also suggests expanding the pool of eligible workers included in the Frontline Worker Stipend Program to include child protection workers who are conducting face-to-face meetings with clients.

Perhaps most important, our spending proposal also stabilizes the state budget by covering all allocations and expenditures made to date by the Executive Branch related to COVID-19 in the amount of $255,024,274 and carves out $649,975,726 in reserve funds that can be distributed in the future as additional needs, and potentially additional federal funds, become available. This will allow us to review the efficacy of the recovery and relief funds spent immediately and make additional allocations as needed.

Moving forward, the GOFERR Legislative Advisory Board will be paying particular attention to the hospital and health care relief funds, business and nonprofit relief funds, and higher education support as sectors in particular that may need additional infusions of support. Additionally, we will be soliciting testimony about the potential need for support relative to housing and homelessness, expanded testing capacity, and mental health support for frontline workers. The Advisory Board will keep your office apprised of additional recommendations we have for the best use of these federal CARES Act funds.

In every sector, people are doing the best they can under unimaginable circumstances, but the need for financial assistance has been made loud and clear. Fortunately, thanks to the leadership of our congressional delegation and yourself, New Hampshire has received critical funding to

help our state combat COVID-19 and recover from the health and economic impacts of this pandemic. The recommendations of the GOFERR Legislative Advisory Board are bipartisan and unanimous; our proposal is based on public input and focused on real relief for Granite Staters--for families, communities, schools, businesses, nonprofits, farmers and fishers.

Attached to this letter, please find a spreadsheet detailing steps for implementing our recommendation. We are happy to provide you with clarification on the proposal and answer any questions you or any of the members of your staff may have regarding its contents. While this is our first proposal, we are committed to continuing to meet to evaluate the efficacy of relief funds and consider additional allocations as needed, as well as any further federal funds that may be allocated.

We appreciate your consideration and once again thank you for your work and dedication to the Granite State.

Sincerely,

Donna Soucy /s/
Senate President

Stephen Shurtleff /s/
Speaker of the House

Chuck Morse /s/
Senate Minority Leader
GOFERR Legislative Advisory Board Chair

Dick Hinch /s/
House Minority Leader

Lou D'Allesandro /s/
Senate Finance Chair

Mary Jane Wallner /s/
House Finance Chair

John Reagan /s/
Senate Finance Committee Member

Erin Hennessey /s/
House Finance Committee Member

STATE OF NEW HAMPSHIRE

OFFICE OF SENATOR JON MORGAN

State House Room 107, 107 N Main St., Concord, NH 03303

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

May 15th, 2020

Dear Town Manager Dean,

In this time of crisis, it has been incredibly encouraging to see how the residents, businesses, public officials, and Exeter's employees have stepped up to support one another. As your state senator I know you've taken on additional costs related to education, public safety, emergency services, and public services. Exeter's acts of humanity should not spark additional costs to property taxpayers or leave you unable to provide necessary services.

Fortunately, on May 4th, after weeks of advocacy from the State Senate, the state of New Hampshire announced that $40 million of federal CARES Act funds would be used for municipal and county grants to defray the costs of COVID-19, amounting to $32 million to municipalities and $8 million to counties.

I'm pleased to share that Exeter has been allocated $362,525. In addition, Rockingham County has been allocated $7,286,670 in coronavirus relief fund payments to local governments. All allocations can be viewed here (link).

These federal funds can cover eligible COVID-19-related expenses incurred between March 1 and August 31st, 2020. Full guidance of eligible costs can be found here. These include, but are not limited to, increased welfare costs, interest on tax anticipation notes or other short-term borrowing, new telework costs for remote municipal operations, and municipal building modifications and cleaning.

I want to highlight that while these relief funds have been allocated to Exeter, action must be taken to receive the funds. Each local government must submit a signed grant agreement to the Governor's Office for Emergency Relief & Recovery (GOFERR) to be eligible. Furthermore, local governments must submit reimbursement requests to GOFERR by email. You can find these forms and additional guidance on the GOFERR website (www.goferr.nh.gov). If you have any questions, please email municipalities@goferr.nh.gov or reach out to our office at monica.cooper@leg.state.nh.us.

While this round of municipal and county aid represents critical relief for local governments as they grapple with the impacts of COVID-19, I know additional support will likely be needed. I am committed to continuing to advocate for the needs of Exeter and Rockingham County, please don't hesitate to reach out to my office if you have any additional concerns.

New Hampshire cities, towns, and counties are providing crucial services to Granite Staters right now who have been impacted by the coronavirus pandemic. Thank you for all you are doing.

Gratefully,

Jon

Senator Jon Morgan
Senate District 23

Office: 603-271-8631
Email: Jon.Morgan@leg.state.nh.us

GOFFER Agreement

GOFERR CORONAVIRUS RELIEF FUND GRANT AGREEMENT
(Municipalities and Counties)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office For Emergency Relief and Recovery (GOFERR)

1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301

1.3. Grantee Name:_____

1.4. Grantee Address:_____

1.5 Grantee Telephone Number:_____

1.6. State Vendor Number:_____

1.7. Completion Date: _____

1.8. Grant Amount not to exceed $_____

1.9. Grant Officer for State Agency: John Frasier

1.10. State Agency Telephone Number: 603-271-7964

1.11. Grantee Signature: Choose the appropriate one of the signature options below:

A. Majority of Selectmen

_____ Date: _____
Selectmen Signor 1

_____ Date: _____
Selectmen Signor 2

_____ Date: _____
Selectmen Signor 3

B. Designated Signing Authority

_____ Date: _____
Print Name: Title:

Municipalities must attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. Municipalities using the designated signing authority option must also attach evidence demonstrating the authority to sign.

1.12. State of New Hampshire Signature:

_____ Date: _____
Print Name: Title:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund established by H.R. 748, Section 5001 provided by the United States government to the State of New Hampshire, the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "the State"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, defined as:

1. Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on August 30, 2020.

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

3. EFFECTIVE DATE: COMPLETION OF GRANT.

This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the State in paragraph 1.12 ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all reports required by this Agreement, shall be completed in their entirety prior to September 30, 2020.

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

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

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

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the State, the State shall pay the Grantee up to the Grant Amount.

The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the State shall have no liabilities to the Grantee other than the Grant Amount.

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 Paragraph 1.8 of these general provisions.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Grant, the Grantee 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 Grantee, including the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS.

Between the Effective Date and the date three (3) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, 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.

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

7. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all state and federal personnel and labor laws applicable to its employees.

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.

8. CONDITIONAL NATURE OF 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 Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES.

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

Failure to perform the Grant satisfactorily or on schedule; or

Failure to submit any report required hereunder; or

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

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

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

Give the Grantee 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 Grantee notice of termination; and

Give the Grantee 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

Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and

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

10. TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee 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 Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

11. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, 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 Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, 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.

12. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee 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.

13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.

14. INDEMNIFICATION. The Grantee 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 Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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.

15. INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

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

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 in any one incident, and $500,000 for property damage in any one incident; and

The policies 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.

16. 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 Grantee.

17. 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, by United States Mail, addressed to the parties at the addresses first above given.

18. 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.

19. 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 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.

20. 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.

21. 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.

22. SPECIAL PROVISIONS. The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

GOFERR GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees that all expenditures for costs that it submits for reimbursement under this agreement shall meet the following criteria:

a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);

b.) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and

c.) were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on August 30, 2020.

2. As used herein the criteria above shall have the following meaning:

a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow local government to respond directly to the COVID-19 emergency, such as by addressing medical or public health needs. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.

b.) Costs not accounted for in the budget most recently approved as of March 27, 2020 means:

(i) the cost cannot lawfully be funded using a line item, allotment, or allocation within the Grantee's budget meeting the above definition, but excluding subsequent supplemental appropriations, including from a rainy day or reserve fund or other budgetary adjustments taken to respond to COVID-19; or

(ii) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

c.) A cost is "incurred" when the responsible unit of government has expended funds to cover the cost during the period March 1, 2020 to December 30, 2020.

3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

4. Grantee is required to exhaust other available sources of COVID-19 relief funds first. Grantee will not submit allowable expenditures for reimbursement under this Agreement that are, or may, also be eligible for reimbursement from any other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement, including, but not limited to the Federal Emergency Management Agency (FEMA), the Centers for Disease Control (CDC), Health and Human Services including Medicaid and Medicare, Treasury or the Small Business Administration until application has been made for such other funding and been disallowed or paid only in part. If an allowable expenditure is denied or covered only in part by such alternate relief funding source, the expenditure or remainder will be allowed under this Agreement during the period of

Initials _____
Date _____

reimbursement in which the denial or partial payment decision is received, subject to the statutes, rules and guidance for the alternate funding source. For example, at this time, FEMA reimbursement is for 75% of allowable costs, but the 25% State or local match cannot be made up from other federal funds.

5. Except as specifically waived by OMB or Treasury for recipients of Coronavirus Relief Funds, the provisions of 2 C.F.R. 200 shall apply to this Grant, including but not limited to, if Grantee has received more than $750,000 in federal funds from all sources, the federal single audit requirements of §200.501.

6. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. EXHIBIT I and J should be returned completed with the executed Grant Agreement, and must be received completed before any disbursement can be made.

7. The U.S. Treasury may issue subsequent or further guidance on allowable uses of Coronavirus Relief Funds. Therefore GOFERR may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by GOFERR.

Initials _____
Date _____

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
   - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
   - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
   - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
   - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
   - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
   - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?
A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

GOFERR GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory demonstration of allowable costs as provided in EXHIBIT A, the State agrees to pay the Grantee, _____ in total, a sum not to exceed $_____ (the Grant Amount)

Drawdowns from the total contracted amount will be paid to the Grantee only after written documentation supporting allowable costs is submitted to GOFERR. Adequate written documentation shall include but not be limited to invoices for purchased goods or services; records of additional costs such as payroll records, or other similar documentation evidencing allowable costs incurred. A brief explanation of the relationship of the cost to COVID-19 shall accompany all payment requests. Failure to submit adequate documentation may delay or preclude the disbursement. EXHIBITS I and J must be received completed before any disbursement can be made.

Disbursement of the Grant Amount shall be made in accordance with the procedures established by the State. Grantee shall submit a payment request on the form provided by GOFERR by e-mail with its executed Grant Agreement no later than June 1, 2020 for all allowable costs incurred from March 1, 2020 to April 30, 2020. Thereafter, GOFERR will accept reimbursement requests in July, and September, as follows:

By July 15, for expenses incurred from May 1, 2020 to June 30, 2020.
By September 15, for expenses incurred from July 1, 2020 to August 31, 2020.

GOFERR will make every effort to issue all checks within 30 days after receipt of the request.

Any amount allocated that exceeds the expenses submitted for reimbursement by a local government from March 1, 2020 to August 31, 2020, will, after August 31, 2020, lapse back to the GOFERR Coronavirus Relief Fund to be available to the State for other disbursement.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

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Date _____

GOFERR GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after August 30, 2020.

   The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GOFERR within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Program and financial records pertaining to this contract shall be retained by the Grantee for 3 (three) years from the date of submission of the final expenditure report as stated in 2 CFR 200.333 – Retention Requirements for Records.

5. The following paragraphs shall be added to the general provisions:

   "23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

   "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

   "25. COPELAND ANTI-KICKBACK ACT. All contracts in excess of $2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means,

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any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to GOFERR."

"26. PROCUREMENT. Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)"

"27. CLOSE OUT OF CONTRACT. By September 15, 2020 Grantee shall submit a report containing an estimate of projected allowable costs through December 30, 2020. The Grantee shall also include in such report allowable costs for which they have not received reimbursement in this allocation to date, as well as losses or revenue, expenses and costs related to COVID-19 that were not allowable."

Initials _____
Date _____

GOFERR GRANT AGREEMENT EXHIBIT D
Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Executive Director, Governor's Office for Emergency Relief and Recovery,
1 Eagle Square, Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

_____

_____

Grantee Name Period Covered by this Certification

_____

Name and Title of Authorized Grantee Representative

_____

Grantee Representative Signature Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – August 30, 2020

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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).

(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 (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Grantee Representative Signature | Grantee's Representative Title

Grantee Name | Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
(3) The certification in this clause is a material representation of fact upon which reliance was placed when GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GOFERR may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
(6) The Grantee agrees by submitting this Grant 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
(9) 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 Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, GOFERR may terminate this transaction for cause or default.

Initials _____ Date _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

_____

Grantee Representative Signature Grantee's Representative Title

_____

Grantee Name Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

> By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Grantee Representative Signature | Grantee's Representative Title

Grantee Name | Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

_____

Grantee Representative Signature | Grantee's Representative Title

_____

Grantee Name | Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

_____(hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by GOFERR with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Initials _____ Date _____

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from GOFERR. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Grantee agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by GOFERR including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to GOFERR).

_____

Grantee Representative Signature Grantee's Representative Title

_____

Grantee Name Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

_____

(Grantee Representative Signature) (Grantee Representative Title)

_____

(Grantee Name) (Date)

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT J cont.

CERTIFICATION

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:_____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____NO _____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO _____YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Initials _____ Date _____

GOVERNOR'S OFFICE FOR EMERGENCY RELIEF AND RECOVERY (GOFERR)
CORONAVIRUS RELIEF FUND
REIMBURSEMENT REQUEST FORM - MUNICIPALITIES AND COUNTIES

Grantee Name:
Date of Request:
Request Number:
Account Number:
Grant Amount:
Previous Payments:
Remaining Balance:

Contact Name:
Contact Title:
Contact Telephone:
Contact Email:

Item Number	Date Costs Incurred	Explanation of Relationship of Costs to COVID-19 (Attach documentation supporting costs)	Total Amount of Costs	If Applicable: 75% Portion of Those Costs Reimbursable by FEMA	If Applicable: 25% Portion of FEMA State or Local Match, not Reimbursable from Federal Funds	If Applicable: Amount of Costs Reimbursable from Other Sources	Name(s) of Other Sources	Amount of Reimbursement Requested from GOFERR	FOR GOFERR USE ONLY
			(a)	(b)	(c) = (b)/3	(d)		(e) = (a)-(b)-(c)-(d)	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
Total									

I do hereby certify that all information provided in or attached to this Reimbursement Request Form is complete, accurate, and up-to-date as of the date specified below. I certify that I have not submitted requests for costs that are eligible for reimbursement from any other available federal or public funding sources for COVID-19 relief. I further certify that there are no willful misrepresentations of information provided. I understand that it is my responsibility to immediately notify GOFERR in regard to any changes, corrections, or updates to the information provided. Municipalities or Counties using the designated signing authority option must also attach evidence demonstrating the authority to sign.

Authorized Signature(s): Date:

_____

_____

_____

FOR GOFERR USE ONLY

Amount Approved

Approver 1 Date

Approver 2 Date

Approver 3 Date

SUBMIT THIS COMPLETED REIMBURSEMENT REQUEST IN BOTH PDF (SIGNED) FORM AND EXCEL SPREADSHEET FORM WITH DOCUMENTATION SUPPORTING ALLOWABLE COSTS TO: municipalities@goferr.nh.gov or counties@goferr.nh.gov, as applicable.

Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting May 18, 2020

Yield Tax

Map/Lot/Unit	Location	Amount
66/1	89 Holland Way	$ 161.66
13/3	Beech Hill Road	$ 306.58

Abatement

Map/Lot/Unit	Location	Amount

Permits And Approvals

Temporary
Outdoor Dining Application

Town of Exeter, New Hampshire
Office of the Town Manager
10 Front Street, Exeter NH
Telephone: 603-773-6122

Issue Date: _____

License#: _____

(This area for office use only)

Please send completed applications to Darren Winham, Economic Development Director
dwinham@exeternh.gov 603-773-6122

Please complete the following application and submit it to the Economic Development Department. This is a temporary outdoor dining license that will be good through June 30, 2020 or longer with approval from the Town. The Town and business and must abide by the Governor's order and the Town has the right to revoke any temporary licenses at any time for non-compliance.

Address of proposed Outdoor Dining Area ("Area"): Founders Park and the Sidewalk on Main St

Assessor's Map:_____ Lot:_____ Zoning District: _____

Applicant: Lynn Marquis

Address (Street/City/State/Zip): 9 Water St, Exeter, NH 03833

Phone number(s): 603-793-5116

Email: lmarquis@seadogbrewing.com

Property Owner: Steve Kaneb

Address (Street/City/State/Zip): 6 Kimball Lane, Lynnfield, MA 01940

Phone number(s): _____

Please check the following boxes as they are completed.

☑ A dimensioned site plan is attached to this Application depicting the following: the existing conditions, including a depiction of public infrastructure such as curb lines, light poles, bike racks, street trees, tree grates, manhole covers, meters, licensed A-frame signs, adjacent on-street parking and loading zones, adjacent accessible sidewalk curb cuts and the like, the proposed table/chair layout plan for outdoor dining dimensioned routes of travel within the outdoor dining area and on the adjoining public sidewalk, as well as detail sheets for the proposed enclosure system, tables, chairs, trash receptacles, and the like.

☐ Include all existing lighting for the proposed dining area on the above dimensioned site plan. The amount of lighting will help staff determine the hours of operation for safely conducting business outside.

☐ Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.

☐ If you are using private property include an email/signed letter from the property owner giving you permission to use their property. Please include all special requirements set forth by said property owner including certificate of insurance naming them as an additionally insured.

☐ Permit applicant (business) shall provide proof of general liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, including the Town of Exeter as an additional insured on a primary and noncontributory basis. The general liability insurance policy shall not exclude claims arising from disease or pandemic, or claims occurring during a state of emergency.

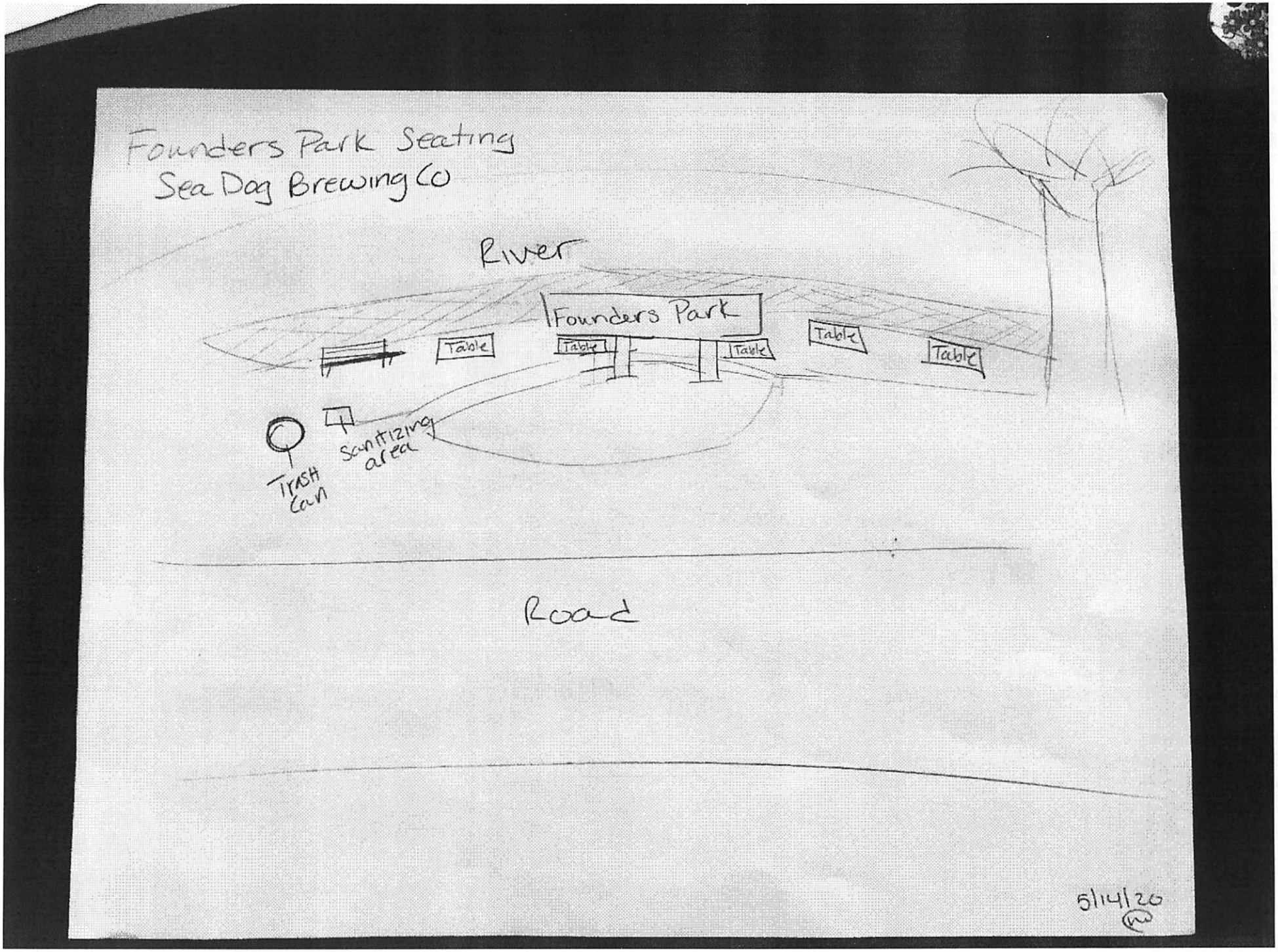
☐ Permit applicant (business) shall defend and indemnify the Town of Exeter, its officials, employees and volunteers against all demands, claims, suits and actions seeking damages, penalties, costs, interest, statutory relief and/or equitable relief on account of bodily injury, death, personal injury, property damage and/or economic injury arising out of or related to the permit or the activities of the permit applicant.

☑ If you are using sidewalk space for patrons, you agree and understand that you will be solely responsible for cleaning the sidewalk space (including the removal of trash/dropped items from the sidewalk) daily, and that you may be required to relocate or eliminate sidewalk dining if the Department of Public Work requires access to the sidewalk space for any reason, including but not limited to, cleaning, maintaining or repairing the sidewalk or adjacent street.

I/We _____(owner/s) of _____
_____(restaurant name) will abide by the most recent Governor's Order set forth by the State of NH regarding outdoor dining. I/We understand the failure to do so could end up with the revocation of my temporary outdoor dining approval.

The Town Staff will not review incomplete applications. All questions must be answered and all applicable check boxes must be checked. Failure to do so shall result in an incomplete application which will not be processed. The undersigned attests that the supplied information is accurate and complete and requests that the Town Manager proceed with processing this application.

_____	_____
Applicant Signature	Applicant Signature
_____	_____
Date	Date


Founders Park Seating
Sea Dog Brewing Co
River
Founders Park
Table
Table
Table
Table
Table
Trash Can
Sanitizing area
Road
5/14/20

Correspondence

New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

Administrative Office
45 South Fruit Street
Concord, NH 03301-4857

COVID-19 UNEMPLOYMENT UPDATE

For Immediate Release: May 14, 2020

For the week ending May 9th, 9,491 individuals filed claims for unemployment insurance with the State of New Hampshire's Department of Employment Security, down 24 percent from a revised 12,475 during the week ending May 2nd, 2020. Nationally, the number of initial claims was down just eight percent compared to the week ending May 2nd. Seven states, led by Connecticut with 262,542, Florida (47,045), Washington (13,994), and Georgia (13,035) experienced an increase in new claims during the week. Combined, between March 15th and May 2nd, 173,104 new unemployment claims were filed with the New Hampshire's Department of Employment Security. Adding the preliminary number from the week ending May 9th brings the New Hampshire total reported to 182,925.

Town-by-town breakouts of the number of new claims filed by New Hampshire residents who also work in the state are available with a one-week lag (through May 2nd). The state's largest city, Manchester, had the most residents filing for new unemployment claims during the week ending May 2nd with 842, down 236 (22%) from the week ending April 25th. Nashua had the next highest number of new claims during the week with 509, 149 fewer (or 23%) than during the previous week. The largest percentage drop in new claims among towns with at least 1,000 claims occurred in Conway (down 43 claims or 38% from the prior week). Goffstown (down 37%) and Merrimack (down 35%) experienced the next largest declines in new claims. Table 1 presents the 20 towns with the largest number of new claims filed during the week, along with the change and percentage change in new claims from the prior week. A total of 68 small towns in New Hampshire (29% of all towns) had slight increases in new claims totaling 265 during the week, for an average of four new claims each and a median number of new claims of three.

The claims numbers presented in the claims by town tables are based on where an individual lives, not where they work, and do not include initial claims of New Hampshire residents who work out-of-state (who file claims in the state where the business they work is located). For towns with a higher percentage of New Hampshire workers commuting out to another state, claim numbers may not reflect the actual number

TABLE 1
TOWNS WITH THE LARGEST NUMBER OF NEW CLAIMS DURING THE WEEK

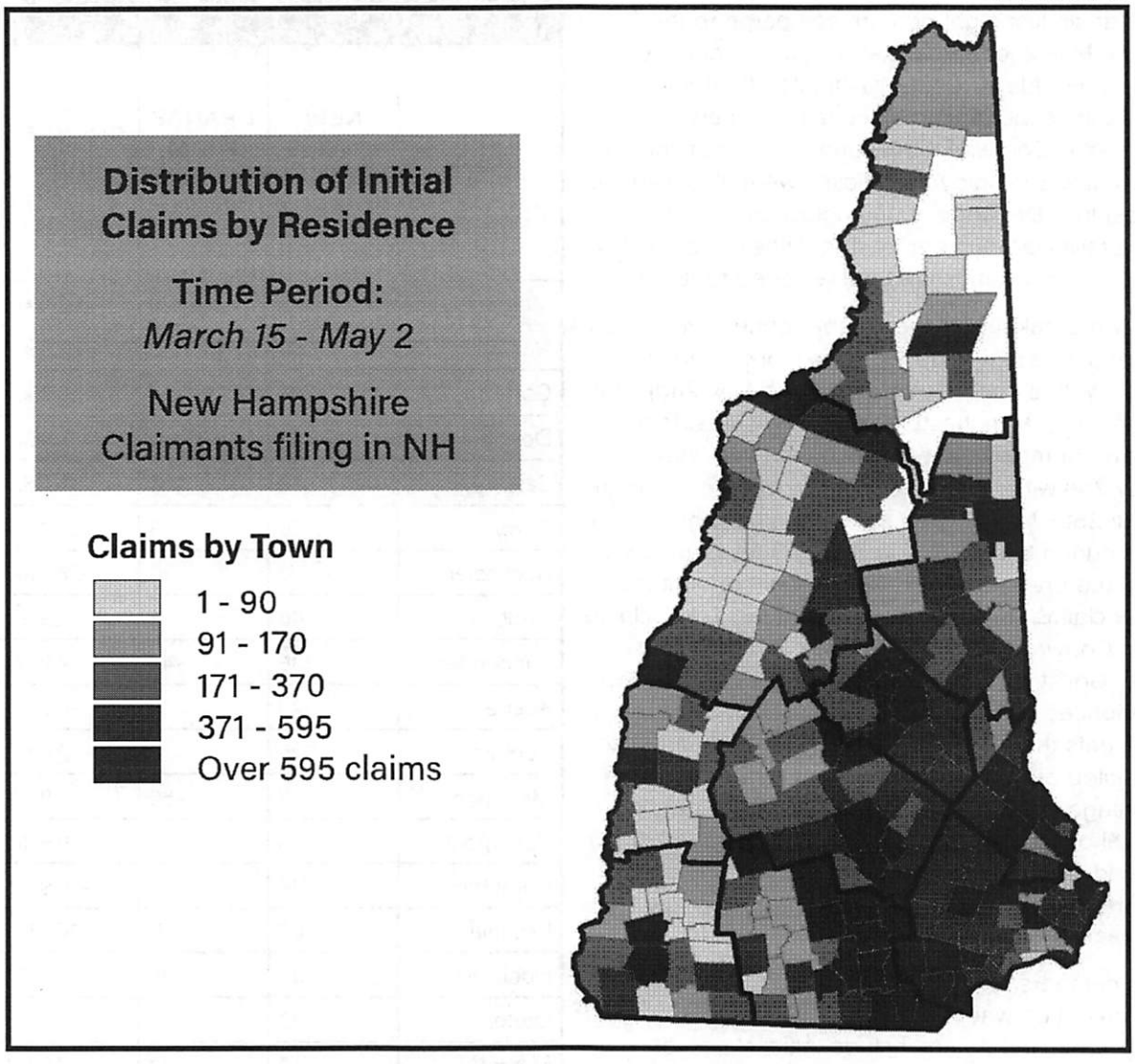
TOWN	NEW CLAIMS APRIL 25 TO MAY 2	CHANGE FROM PRIOR WEEK	% CHANGE FROM PRIOR WEEK	TOTAL NEW CLAIMS MARCH 15 TO MAY 2
Manchester	842	-236	-21.9%	14,891
Nashua	509	-149	-22.6%	8,196
Concord	242	-47	-16.3%	4,592
Dover	220	-31	-12.4%	3,561
Salem	178	8	4.7%	2,316
Derry	176	-68	-27.9%	3,576
Rochester	174	-70	-28.7%	3,631
Hudson	146	3	2.1%	2,197
Londonderry	138	-44	-24.2%	2,348
Keene	126	-8	-6.0%	2,107
Bedford	125	3	2.5%	1,615
Merrimack	123	-66	-34.9%	2,470
Portsmouth	119	-16	-11.9%	2,380
Hampton	114	-42	-26.9%	1,806
Laconia	105	-21	-16.7%	2,141
Hooksett	94	-28	-23.0%	1,567
Exeter	93	-4	-4.1%	1,338
Milford	91	-13	-12.5%	1,646
Goffstown	85	-50	-37.0%	1,790
Somersworth	83	-16	-16.2%	1,442

of individuals living in the town who have filed a new unemployment claim. A town in Rockingham County, for example, with a large number of residents commuting to work in Massachusetts may have a larger number of new claims than is presented in these tables because those New Hampshire residents will have filed their claims in Massachusetts. A complete listing of the cumulative initial unemployment claims by town (alphabetically for towns with at least 25 new claims) from March 15th through May 2nd, as well as the number of new claims as a percentage of the town's labor force[1], is presented in Table 4 at the end of this release. We call this a measure of a town's "Covid19 Affected Unemployment Rate." It is not equivalent to a town's traditional unemployment rate as it only counts unemployment claims filed since March 15th and does not include New Hampshire residents who have filed an unemployment claim if they work in another state. It is presented here to provide a metric of the relative employment impacts of Covid-19 on the population of each community.[2] For the week ending May 2nd, New Hampshire's 'Covid-19 Affected Unemployment Rate was 17.1 percent. Adding New Hampshire residents who filed a claim in another state as well as individuals who were unemployed prior to the Covid-19 pandemic raises the overall unemployment rate.

A visual representation of initial claims activity by town and region is presented in Figure 1 which shows a map of New Hampshire towns color coded, into quintiles, according to the number of initial claims filed between March 15th and May 2nd.

Figure 2 presents the total number of claims by county in New Hampshire and Table 2 presents each county's Covid-19 affected unemployment rate through May 2nd.

FIGURE 1

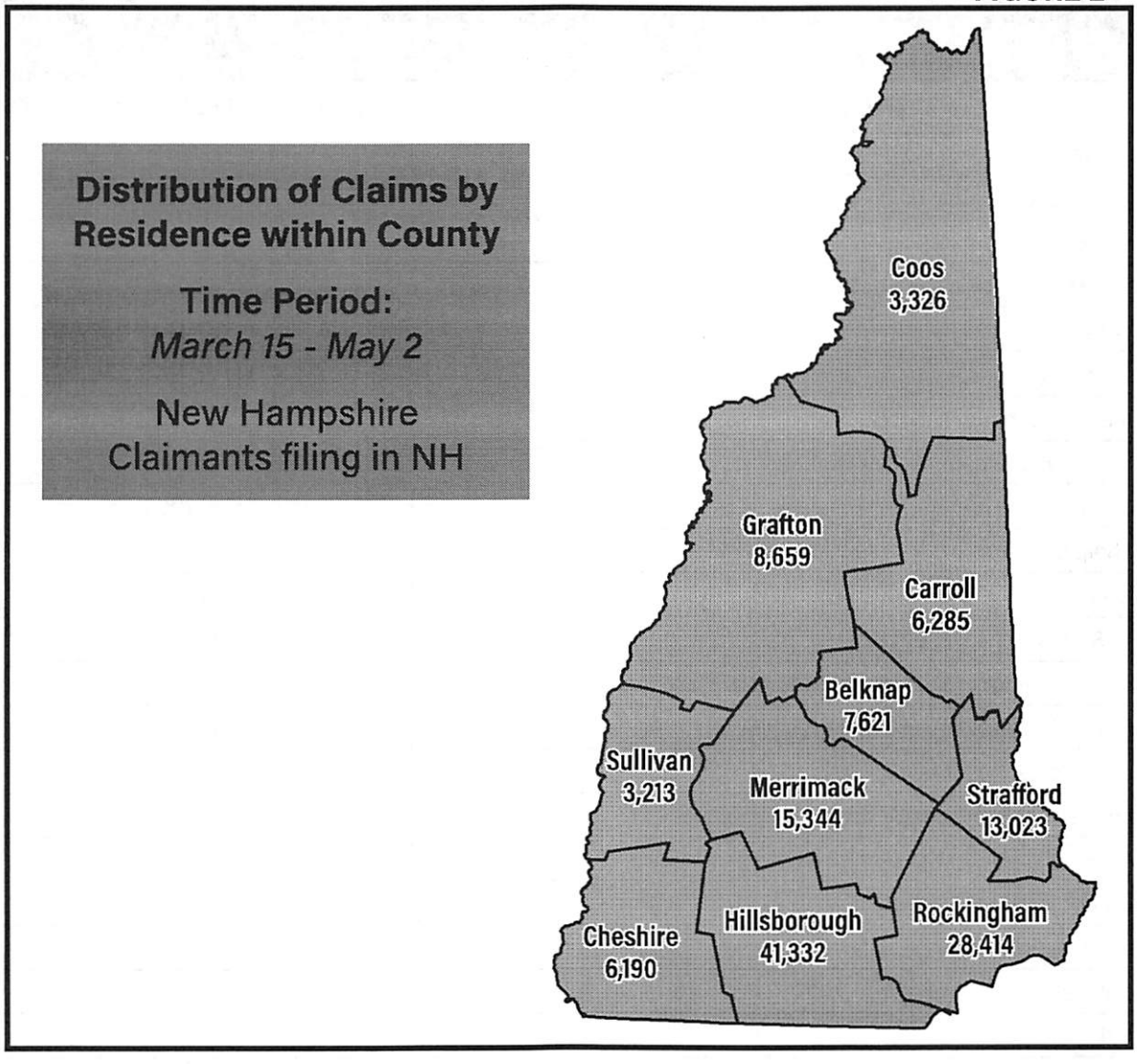


[1] The February 2020 labor force count for each town is used for this analysis.

[2] The number of NH residents filing claims in New Hampshire will not equal the total number of initial claims filed in New Hampshire because New Hampshire residents working in another state who are laid off will file a claim in the state where their employer is located. Similarly, residents of other states who work in New Hampshire and who file a claim will file in New Hampshire. Neither of these groups will be counted in the town-by-town or county counts in this release. Out-of-state residents laid-off or furloughed from a New Hampshire organization will, however, be counted in New Hampshire's total count of new claims.

TABLE 2 - COVID-19 AFFECTED UNEMPLOYMENT RATE BY COUNTY			
COUNTY	TOTAL CLAIMS BY NH RESIDENTS WORKING IN NH: MARCH 15 TO MAY 2	FEBRUARY 2020 LABOR FORCE	COVID-19 AFFECTED UNEMP. RATE
Belknap	7,621	31,039	24.6%
Carroll	6,285	23,718	26.5%
Cheshire	6,190	41,500	14.9%
Coos	3,326	14,724	22.6%
Grafton	8,659	51,045	17.0%
Hillsborough	41,332	245,905	16.8%
Merrimack	15,344	84,821	18.1%
Rockingham	28,414	188,982	15.0%
Strafford	13,023	75,410	17.3%
Sullivan	3,213	23,061	13.9%
Totals	**133,407**	**780,205**	**17.1%**

FIGURE 2



Note that the rates for Hillsborough, Strafford, and especially Rockingham County are affected by a higher percentage of residents who work in another state (and thus are not counted in county and town numbers here which do not include New Hampshire residents who file a claim in another state). For these counties, Covid-19 affected unemployment rates are likely to be two to as much as four percent higher than reported here.

Claims by Industry

Initial claims by New Hampshire residents working in New Hampshire are reported at the six digit North American Industrial Classification System (NAICS) level in Table 3. Similar to claims reported by town, claims by industry reported here include only New Hampshire residents working in, and filing claims in, New Hampshire. Industry claims by out-of-state residents working in New Hampshire are not included in this table and thus the total number of claims by industry in Table 3 will undercount (by the number of out-of-state workers who have filed a claim in New Hampshire) claims by industry.

Individuals employed at full-service restaurants filed the most new claims for unemployment insurance between March 15th and May 2nd (15,662). Another 3,865 New Hampshire residents working at limited service restaurants in the state have filed claims. Combined, 22,002 New Hampshire residents working in food services industries have filed unemployment claims in New Hampshire since March 15th. Collectively, 19,851 New Hampshire residents working in retail industries located in the state have filed unemployment claims, with new car dealers (2,601), department stores (1,828), and supermarkets and grocery stores (1,755), having the largest volume of unemployment claims between March 15th and May 2nd. A total of 15,382 health care workers have filed unemployment claims, led by general medical and surgical hospitals with 5,223 claims filed since March 15th.

TABLE 3 - INDUSTRIES WITH THE LARGEST NUMBER OF NEW UNEMPLOYMENT CLAIMS - MARCH 15 TO MAY 2

INDUSTRY	NAICS CODE*	# CLAIMS FILED
Full-service restaurants	722511	15,662
General medical and surgical hospitals	622110	5,223
Limited-service restaurants	722513	3,865
Hotels and motels, except casino hotels	721110	3,766
Offices of dentists	621210	3,624
Child day care services	624410	2,833
Elementary and secondary schools	611110	2,605
Offices of physicians, except mental health	621111	2,602
New car dealers	441110	2,601
Temporary help services	561320	2,009
Beauty salons	812112	1,982
Department Stores	452210	1,828
Supermarkets and other grocery stores	445110	1,755
Professional employer organizations	561330	1,700
School and employee bus transportation	485410	1,329
Snack and nonalcoholic beverage bars	722515	1,288
Skiing facilities	713920	962
Food service contractors	722310	940
Fitness and recreational sports centers	713940	930
Family clothing stores	448140	926
Colleges and universities	611310	905
Services for the elderly and disabled	624120	887

TABLE 3 - INDUSTRIES WITH THE LARGEST NUMBER OF NEW UNEMPLOYMENT CLAIMS - MARCH 15 TO MAY 2		
INDUSTRY	**NAICS CODE***	**# CLAIMS FILED**
Civic and social organizations	813410	886
Wholesale trade agents and brokers	425120	849
Other individual and family services	624190	844
Janitorial services	561720	843
Nursing care facilities, skilled nursing	623110	828
Gasket, packing, and sealing device mfg.	339991	781
General automotive repair	811111	748
Electricity and signal testing instruments	334515	726
Office administrative services	561110	716
Warehouse Clubs and Supercenters	452311	686
Used merchandise stores	453310	665
Furniture stores	442110	654
Sporting goods stores	451110	652
Offices of optometrists	621320	636
Landscaping services	561730	623
Offices of specialty therapists	621340	606
Executive and legislative offices, combined	921140	601
Managing offices	551114	593
Home health care services	621610	586
Automotive parts and accessories stores	441310	578
Gasoline stations with convenience stores	447110	568
Pet care, except veterinary, services	812910	565
Residential plumbing and HVAC contractors	238221	563
Golf courses and country clubs	713910	559
Gift, novelty, and souvenir stores	453220	503
Electronic Shopping and Mail-Order Houses	454110	498
All other home furnishings stores	442299	482
Electronics stores	443142	463
**NAICS - North American Industrial Classification System*		

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Acworth	55	459	12.0%
Albany	112	362	30.9%
Alexandria	227	912	24.9%
Allenstown	488	2,493	19.6%
Alstead	171	1,083	15.8%
Alton	579	3,009	19.2%
Amherst	793	6,419	12.4%
Andover	202	1,439	14.0%
Antrim	241	1,427	16.9%
Ashland	282	1,279	22.0%
Atkinson	472	4,068	11.6%
Auburn	557	3,634	15.3%
Barnstead	535	2,656	20.1%
Barrington	904	5,523	16.4%
Bartlett	588	1,459	40.3%
Bath town	94	542	17.3%
Bedford	1,615	12,555	12.9%
Belmont	945	3,576	26.4%
Bennington	151	817	18.5%
Berlin	888	3,888	22.8%
Bethlehem	411	1,444	28.5%
Boscawen	467	1,972	23.7%
Bow	628	4,561	13.8%
Bradford	184	986	18.7%
Brentwood	360	2,642	13.6%
Bridgewater	117	761	15.4%
Bristol	475	1,842	25.8%
Brookfield	93	293	31.7%
Brookline	348	3,480	10.0%
Campton	508	2,110	24.1%
Canaan	353	2,042	17.3%
Candia	410	2,598	15.8%
Canterbury	214	1,508	14.2%
Carroll	108	391	27.6%
Center Harbor	130	670	19.4%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Charlestown	351	2,843	12.3%
Chatham	39	160	24.4%
Chester	474	3,145	15.1%
Chesterfield	201	1,943	10.3%
Chichester	281	1,588	17.7%
Claremont	1,043	6,385	16.3%
Colebrook	249	1,141	21.8%
Columbia	40	318	12.6%
Concord	4,592	23,063	19.9%
Conway	1,911	5,463	35.0%
Cornish	117	988	11.8%
Croydon	51	452	11.3%
Dalton	146	442	33.0%
Danbury	156	736	21.2%
Danville	398	2,771	14.4%
Deerfield	467	2,835	16.5%
Deering	146	1,133	12.9%
Derry	3,576	20,900	17.1%
Dorchester	28	200	14.0%
Dover	3,561	18,915	18.8%
Dublin	89	891	10.0%
Dummer	25	142	17.6%
Dunbarton	270	1,795	15.0%
Durham	519	9,395	5.5%
East Kingston	184	1,401	13.1%
Easton	29	143	20.3%
Eaton	55	235	23.4%
Effingham	158	701	22.5%
Enfield	367	3,166	11.6%
Epping	783	4,282	18.3%
Epsom	474	2,996	15.8%
Errol	48	164	29.3%
Exeter	1,338	8,834	15.1%
Farmington	797	3,725	21.4%
Fitzwilliam	168	1,361	12.3%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Francestown	125	1,002	12.5%
Franconia	136	655	20.8%
Franklin	1,100	4,055	27.1%
Freedom	131	766	17.1%
Fremont	467	2,870	16.3%
Gilford	924	3,645	25.3%
Gilmanton	467	1,746	26.7%
Gilsum	76	457	16.6%
Goffstown	1,790	11,023	16.2%
Gorham	358	1,234	29.0%
Goshen	65	451	14.4%
Grafton	134	683	19.6%
Grantham	195	1,664	11.7%
Greenfield	162	1,066	15.2%
Greenland	374	2,467	15.2%
Greenville	157	1,206	13.0%
Groton	103	382	27.0%
Hampstead	684	5,151	13.3%
Hampton Falls	169	1,501	11.3%
Hampton	1,806	9,147	19.7%
Hancock	131	944	13.9%
Hanover	175	5,093	3.4%
Harrisville	87	609	14.3%
Haverhill	322	2,359	13.6%
Hebron	49	413	11.9%
Henniker	412	2,910	14.2%
Hill	122	543	22.5%
Hillsborough	642	3,004	21.4%
Hinsdale	274	2,158	12.7%
Holderness	217	1,563	13.9%
Hollis	494	4,346	11.4%
Hooksett	1,567	9,376	16.7%
Hopkinton	436	3,481	12.5%
Hudson	2,197	15,467	14.2%
Jackson	149	366	40.7%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Jaffrey	410	3,103	13.2%
Jefferson	121	639	18.9%
Keene	2,107	11,949	17.6%
Kensington	125	1,313	9.5%
Kingston	584	3,777	15.5%
Laconia	2,141	7,775	27.5%
Lancaster	302	1,741	17.3%
Landaff	33	279	11.8%
Langdon	44	363	12.1%
Lebanon	1,010	7,793	13.0%
Lee	404	2,884	14.0%
Lempster	76	629	12.1%
Lincoln	322	770	41.8%
Lisbon	164	862	19.0%
Litchfield	799	4,887	16.3%
Littleton	886	3,256	27.2%
Londonderry	2,348	16,261	14.4%
Loudon	582	3,357	17.3%
Lyman	87	336	25.9%
Lyme	74	850	8.7%
Lyndeborough	169	1,056	16.0%
Madbury	159	1,097	14.5%
Madison	361	1,437	25.1%
Manchester	14,891	66,815	22.3%
Marlborough	211	1,221	17.3%
Marlow town	69	369	18.7%
Mason town	111	821	13.5%
Meredith	767	3,115	24.6%
Merrimack	2,470	16,570	14.9%
Middleton	170	1,051	16.2%
Milan	126	626	20.1%
Milford	1,646	9,738	16.9%
Milton	452	2,390	18.9%
Monroe	61	401	15.2%
Mont Vernon	201	1,582	12.7%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Moultonborough	436	2,219	19.6%
Nashua	8,196	51,919	15.8%
Nelson	48	440	10.9%
New Boston	596	3,976	15.0%
New Castle	46	560	8.2%
New Durham	271	1,563	17.3%
New Hampton	261	1,321	19.8%
New Ipswich	304	3,023	10.1%
New London	221	1,941	11.4%
Newbury	187	1,212	15.4%
Newfields	153	1,071	14.3%
Newington	68	518	13.1%
Newmarket	1,079	5,818	18.5%
Newport	573	3,553	16.1%
Newton	296	3,283	9.0%
North Hampton	396	2,684	14.8%
Northfield	659	2,554	25.8%
Northumberland	232	1,059	21.9%
Northwood	522	2,672	19.5%
Nottingham	493	3,286	15.0%
Orford	87	817	10.6%
Ossipee	485	1,757	27.6%
Pelham	872	8,237	10.6%
Pembroke	871	4,612	18.9%
Peterborough	563	3,858	14.6%
Piermont	39	430	9.1%
Pittsburg	100	384	26.0%
Pittsfield	411	2,122	19.4%
Plainfield	142	1,446	9.8%
Plaistow	541	4,320	12.5%
Plymouth	604	3,989	15.1%
Portsmouth	2,380	14,074	16.9%
Randolph	42	141	29.8%
Raymond	1,155	6,360	18.2%
Richmond	71	596	11.9%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN

TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Rindge	317	2,943	10.8%
Rochester	3,631	18,190	20.0%
Rollinsford	296	1,456	20.3%
Rumney	156	958	16.3%
Rye	431	3,459	12.5%
Salem	2,316	18,512	12.5%
Salisbury	120	827	14.5%
Sanbornton	337	1,689	20.0%
Sandown	588	4,279	13.7%
Sandwich	119	610	19.5%
Seabrook	843	5,180	16.3%
Sharon	26	224	11.6%
Shelburne	41	177	23.2%
Somersworth	1,442	6,891	20.9%
South Hampton	54	531	10.2%
Springfield	88	779	11.3%
Stark	38	194	19.6%
Stewartstown	66	370	17.8%
Stoddard	101	724	14.0%
Strafford	417	2,328	17.9%
Stratford	71	255	27.8%
Stratham	586	4,559	12.9%
Sugar Hill	62	351	17.7%
Sullivan	58	360	16.1%
Sunapee	229	1,671	13.7%
Surry	65	500	13.0%
Sutton	131	1,139	11.5%
Swanzey	688	4,101	16.8%
Tamworth	385	1,517	25.4%
Temple	115	786	14.6%
Thornton	416	1,790	23.2%
Tilton	535	1,837	29.1%
Troy	216	1,174	18.4%
Tuftonboro	226	1,157	19.5%
Unity	82	865	9.5%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN			
TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Wakefield	486	2,310	21.0%
Walpole	227	2,380	9.5%
Warner	266	1,587	16.8%
Warren	72	537	13.4%
Washington	102	513	19.9%
Waterville Valley	66	141	46.8%
Weare	954	6,179	15.4%
Webster	185	1,180	15.7%
Wentworth	84	535	15.7%
Westmoreland	133	941	14.1%
Whitefield	308	1,280	24.1%

TABLE 4 - INITIAL UNEMPLOYMENT CLAIMS BY TOWN			
TOWN	CLAIMS MARCH 15 - MAY 2	FEB. 2020 LABOR FORCE *	COVID-19 AFFECTED UNEMP. RATE **
Wilmot	118	788	15.0%
Wilton	406	2,190	18.5%
Winchester	384	2,058	18.7%
Windham	891	8,219	10.8%
Wolfeboro	539	2,827	19.1%
Woodstock	357	972	36.7%
Totals	**133,407**	**780,205**	**17.1%**

** February labor force counts are used as a pre-COVID baseline*

*** Six towns with fewer than 25 claims are excluded from the table, but are included in totals*

The next release of the **COVID-19 Unemployment Update** will be on May 21st.

For further information contact:
Economic and Labor Market Information Bureau
(603) 228-4124

NEWS RELEASE

Telephone (603) 224-3311 Fax (603) 228-4010 TDD/TTY Access: Relay 1-800-735-2964