

Select Board Meeting
Tuesday, February 22nd, 2022, 6:40 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

Meeting in the Nowak Room at the Town Office Building. For virtual access, see instructions below.

Watch this meeting on Channel 22, or EXTV Facebook <https://www.facebook.com/ExeterTV>, or YouTube <https://www.youtube.com/c/ExeterTV98>.

To access the meeting via Zoom, click this link: <https://exeternh.zoom.us/j/87468685003>

To access the meeting via telephone, call +1 646 558 8656 and enter Webinar ID 874 6868 5003

Please join the meeting with your full name if you want to speak.

Use the “Raise Hand” button to alert the Chair you wish to speak. On the phone, press *9.

More access instruction found here: <https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

AGENDA

1. Call Meeting to Order
2. Board Interviews – Historic District Commission, Budget Recommendations Committee
3. Public Comment
4. Proclamations/Recognitions
5. Approval of Minutes
 - a. Regular Meeting: February 7th, 2022
6. Appointments
7. Discussion/Action Items
 - a. Covid-19 Updates
 - b. Welfare Guidelines Update
 - c. Communications Update – Selectwoman Cowan
 - d. Assessor Contract Update
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: 2/18/22 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

Board Interviews



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

*10/18/21 6:20 pm
Interview.*
*2/22/22 6:40 pm
Interview*

Statement of Interest Boards and Committee Membership

Committee Selection: Budget Review Committee

New

Re-Appointment

Regular

Alternate

Name: Mr. Eduardo Contreras Email: edcontrer@hotmail.com

Address: 181 Front Street # one Phone: 603-519-8983

Registered Voter: Yes No

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

The role of member of the Exeter Budget Review Committee conducts work that appeals to me professionally and aligns with My education and professionally. I have worked in budgeting estimating workload, schedules and cost estimation since completing a Master in Public Administration from George Washington University in Washington DC. I enjoy costs and benefits analysis work, applying financial and Statistical modeling in Excel worksheets and enjoy analyzing data in software tools. I understand the application of inflation tables to Then Year Costs and the understanding of inflation and economic principles in considering future demands on social services, public works, transportation And related local government fields of work. I hope that this application totally encompasses my passionate interest in public service, town budgeting and federalism or the interplay of state and federal aid or programming and budgeting to local endeavors which affect the community.

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

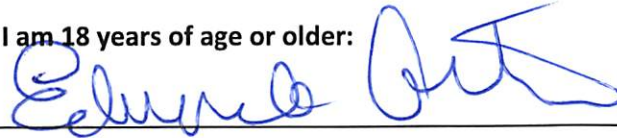
I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be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

10/6/2021

To be completed by Select Board upon appointment:

Date Appointed: _____

Term Ending: _____

Full: _____

Alternate: _____

ED CONTRERAS

181 FRONT STREET, EXETER, NH 03833; 603-519-8983 (CELL); ECONTRER@GWU.EDU (EMAIL)

EXPERIENCE

DEVELOPER, PL/SQL, C#, R, NATIONAL VISA CENTER, PORTSMOUTH, NH MAY 2021 TO PRESENT. Build databases in third normal form in pl/sql, Oracle Enterprise 19 and Oracle SQL Developer for data analysts; use data mining techniques in R to analyze trends in quarterly, monthly and weekly intervals, coding vectors, matrices using combine functions variance, standard mean calculations; test correlations and link database results on event handlers using C# asp.net front end (Visual Studio). Develop tools for unit managers to quickly analyze results of overtime, Visa Class workloads and estimating using vba and MS Access database event handlers. Lead Agile JAD teams, develop, test code in C#. (SubContractor).

TECHNICAL ARCHITECT, PROJECT MANAGER, POW/MIA PMO EXETER, NH 2020-2021. Led initiative to develop migration plan of databases supporting data science, databases in multiplatform environs onto Data Lake using AWS High Performance Architecture, scaling IAM, buckets, s3 and front end to integrate remote data science and genetics public facing web. (Subcontractor)

TECHNICAL CONSULTANT, OPERATIONS MANAGEMENT, FOREIGN MILITARY SALES USAF 2019-2020. Develop automated tool to integrate CRM, Procurement and SAP code for project managers and schedulers. Develop code in VBA, maintain code to integrate cloud based project management modules (MS Project/Azure) and remote database (linq and MS Sql Server) connections using object oriented code. Run reports integrating PowerPivot and projects in Saudi Arabia, North Africa and sensor technology for these countries refurbishing buying and maintaining American based equipment.

SOFTWARE SME, USAF HANSCOM AFB 2017-2019. Manage pivot tables and PowerPivot financial management data for PMO to integrate server, data science and MS Azure platform for edge resources, Palo Alto Network Network Management Systems and Cyber Defense missions. Model technical architecture and develop algorithms for use in java coded software tool for PjM and Cost manager.

DEVELOPER, STATE FARM INSURANCE, FARMERS BRANCH TX 2016. Develop statistical models using SPSS, Excel with Monte Carlo Analysis, front end in VBA back end in Access to integrate CRM data and Automobile line of insurance products; capture data from CRM and normalize it for monthly reporting on regional and local demographics – integrate with EA and software Pjm's in Center of Excellence.

GRADUATE STUDENT AND LINUX, MYSQL, PHP, APACHE DEVELOPER, COURTHOUSE JEWELERS, SHANE SAFETY PRODUCTS, BALTIMORE, MD 2011-2014 (CONTRACTOR) Led JAD session to migrate to cloud based IAAS and PAAS system using Joomla and Mysql backend. Wrote front end and javascript code, c# connections to backend and integrated mysql queries for lists, queries across product types and ANSI safety features; integrated front and backend Full Stack for jewelers and online catalogue and supported Small Business Administration as technical architect for the PMO which migrated the SCORE initiative to Drupal software (CRM/Salesforce, LAMP stack integration of management profiles, schedules and business card features of front end).

Financial and Statistics Consultant, DOT/FMCSA, WASHINGTON, DC. 2008-2011. Integrated functional requirements into Specs documentation, EA (Enterprise Architecture) using UML and function points analysis, estimating and Project Management Software for CIO office.

Financial and Statistics Consultant DoD EHR PMO, Arlington, VA. 2005-2008. Led CARD project team as pjm to integrate functional and technical requirements in project description for PMO; integrated EA views from Hardware Blad Server SME, Tech Writer analysis, Software and System Engineer UML documents and PMO System Engineer and EA.

EDUCATION MS IT, QUINNIPIAC U; BA IN ENGLISH, BATES COLLEGE; RELEVANT COURSEWORK- IT MANAGEMENT, PMP PROJECT MANAGEMENT EDUCATION, EA, OBJECT ORIENTED PROGRAMMING, C#, PHP, SQL/TSQL, SSRS SSIS, ASP.NET, C++, TCP/IP, IS SECURITY; CALCULUS, 2, 3, ECONOMICS, STATISTICS.



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

Interview
 2/22/22
 6:50 pm

Statement of Interest
Boards and Committee Membership

Committee Selection: Historic District Commission

New Re-Appointment Regular Alternate

Name: Joseph Alexander Email: jalexander@theexeterinn.com
 Address: 90 Front St, Exeter, NH Phone: 406-261-0623

Registered Voter: Yes No

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

General Manager for the Exeter Inn. Former Treasurer for the City of Kalispell's Tourism - Business Improvement District 2019, MLHA Lodging Person of the year. Proven track record of assisting and boosting a market's tourism. Main interest: tourism.

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: [Handwritten Signature] Date: 01/21/2022

To be completed by Select Board upon appointment:

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

Minutes

Select Board Meeting
Monday February 7, 2022
7 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Lovey Roundtree Oliff, Niko Papakonstantis, and Town Manager Russ Dean were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:43 PM.

2. Non Public Session

MOTION: Ms. Cowan moved to enter into non public session under RSA 91-A3II(a). Ms. Gilman seconded. In a roll call vote, the motion passed 4-0, and the meeting entered non public session at 6:44 PM. The meeting reconvened at 7:08 PM.

3. Public Comment

- a. There was no comment from the public at this time.
- b. Mr. Papakonstantis said that residents interested in getting absentee ballots should send that request to the Town Clerk now, and the ballots will be sent out when they are ready, likely 2-3 weeks before the election.

4. Proclamations/Recognitions

- a. There were no proclamations or recognitions at this meeting.

5. Approval of Minutes

- a. Regular Meeting: January 31, 2022

MOTION: Ms. Oliff moved to approve the minutes of January 31, 2022 as presented. Ms. Gilman seconded. All were in favor and the motion passed 4-0.

6. Appointments

- a. There were no appointments at this meeting.

7. Discussion/Action Items

- a. COVID-19 Update

Fire Chief Eric Wilking said that Covid-positive numbers over the last four weeks in Exeter are trending downwards. Calls are coming into the Firehouse about when we can lift the mask regulation, and there's been a lot of discussion about that nationwide. The State has changed how they're gathering and reporting data; there's been no new data since Thursday. There will likely be a weekly push of data going forward. Hospitalizations have dropped below 200 Statewide. It seems like Omicron is plateauing or dropping off.

Mr. Papakonstantis asked about mask mandates in other communities. Chief Wilking said none had rescinded the mandates as of today. Exeter's mandate goes until March 21. He asks that it remain in effect at least through the town voting. We can

discuss it after that if other communities are dropping it. Mr. Papakonstantis said a Board meeting is scheduled for March 14th, so we could discuss it further then.

b. Rep Mark Paige

Exeter State Rep Mark Paige introduced himself to the Board and discussed issues arising at the State level. He encouraged people to express their opinion on State issues. Ms. Gilman will demo the public electronic voting on State issues at the next meeting.

c. Deliberative Session Review

Mr. Papakonstantis said the Town Moderator reported there were about 50 indoors at Deliberative Session and 30 outdoors, so about 80 total. This was an improvement over last year, when only 30 or 40 attended. All of the warrant articles will be going on the ballot.

There was an attempted amendment to the Swasey Parkway article, which did not succeed. There were several amendments to the Citizen's Petition. Mr. Elliot's amendment passed, so the estimated tax impact changed and the method of funding was clarified, that it was to come from General Taxation.

Mr. Dean said that since it was amended, the Citizen's Petition now comes back to the Board with the question whether we want to do anything with it. It's a money article. Mr. Papakonstantis said the amendment didn't change the spirit or intent of the petition. Ms. Gilman said even with the amendments, the discussion before the Deliberative Session still applies, that this is premature and we're concerned about other neighborhoods coming forward. Mr. Dean said he asked Ms. Perry about the sewer issue on Washington Street; she said we have not done an updated inspection of the sewer since 2016, and there would need to be an assessment of the drainage, catch basins, and inlets. Mr. Papakonstantis said Chief Poulin discussed the speed study that was done. Washington Street was part of the collection of streets that we reviewed and updated the ordinance on. We hope that Director Perry will continue to work with folks to move Washington Street up the list, or at least advise on when it will be addressed. Public Works needs to do their due diligence before this can proceed.

The wishes of the Board were to take no further action.

Mr. Dean thanked the Town Moderator Kate Miller, who did an excellent job.

8. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

i. There were no abatements or exemptions at this meeting.

b. Permits & Approvals

i. There were no permits or approvals at this meeting.

c. Town Manager's Report

- i. He attended a conference call with Congressman Pappas, who spoke about the continuing resolution. Hopefully we will hear more next week. We're looking for the \$600,000 for the Siphons project.
- ii. He had a conference call with One Sky Community Services, which is interested in finding a location in Exeter.
- iii. He received a letter of resignation from Doreen Chester, the Finance Director, who is leaving after 14 years of service. Her last day is Feb 18.

d. Select Board Committee Reports

- i. Ms. Gilman had no meetings. This week, the Heritage Commission is meeting to further discuss the Park Street neighborhood heritage area. The Facilities Committee meets on Thursday. HDC is meeting for continued discussion on the Front Street Baptist Church project and PEA project at 8 Gilman Lane. She gave an update on State issues, including a zoning update allowing more density in neighborhoods and a proposed requirement on attendance at School Board meetings.
- ii. Ms. Cowan has a Planning Board meeting this Thursday.
- iii. Ms. Oliff has a meeting on Tuesday for the Arts & Culture Commission and a Housing Committee meeting on Friday
- iv. Mr. Papakonstantis said the Sustainability Committee met last Tuesday but he was not able to attend. They didn't have a quorum but still met and discussed various issues.

e. Correspondence

- i. An update on EXTV programming and meetings covered, as well as an update on Mr. Glowacky's role as the Communications Coordinator.

9. Review Board Calendar

- a. The next Board meetings are Tuesday Feb 22 and March 14.
- b. Chief Wilking said regarding the engine replacement, we sent 10 RFPs to manufacturers in hopes of a doing a bid review on March 14. If approved, we need to turn it around in early April to avoid a price increase.
- c. Chief Wilking added that he's been working with Beth Dupell, the leader of the Lights Committee, and the lights will be taken down in the near future.

10. Non-Public Session

- a. There was no non public session at this time.

11. Adjournment

MOTION: Ms. Gilman moved to adjourn. Ms. Oliff seconded. The motion passed 4-0 and the meeting was adjourned at 7:47 PM.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

Discussion /Action Items

Covid-19 Updates

Weekly FD Report
Friday, February 18, 2022
Russ,

- Numerous EMS and Fire calls during the week.
- We continue to see significant reductions in the numbers of residents testing positive for COVID. Since the peak in Exeter of 273 weekly, the past three weeks have seen 111, 76 and this week 70 positive COVID tests in Exeter.
- Some of the most encouraging news is Exeter has only recorded 5 new positive tests on Wednesday, and 2 on Thursday. These low numbers resemble what we saw during the summer months of 2021.
- Exeter had 70 residents test positive for the virus over the past week. The new positive tests have increased our total since March 2020 to 2,683 with 28 cases considered active.
- This past week NH had 5,167 positive tests for a daily average of 738. There have been 34 COVID19 related deaths statewide recorded this past week, with 9 coming from Rockingham County.

Report of the Health Officer

- Over the past week, the Health Department has seen a large increase in calls and emails asking when the current mask regulation would be lifted.
- Portsmouth rescinded face covering directive February 15.
- Keene rescinded their mask mandate February 17.
- Nashua's current mask mandate set to expire February 28.
- Manchester's current mask mandate set to phase out by end of February.
- Exeter Hospital has updated its masking recommendation as of February 17, moving away from requiring masks indoors, to recommending masking for unvaccinated individuals or those who at a heightened risk due to health issues, when they cannot maintain appropriate social distancing.
- Exeter Hospital gave its last official update for public officials after shutting down additional inpatient surge capacity. Active COVID census has dropped significantly.
- With the current data available and positive trends, the Exeter Health Department recommends mask wearing for unvaccinated or high-risk individuals in situations where social distancing cannot be maintained.

"bonnie.christian@timberlane.net" <bonnie.christian@timberlane.net>, "bobbi.matuszak@timberlane.net" <bobbi.matuszak@timberlane.net>, "kelly.sirois@timberlane.net" <kelly.sirois@timberlane.net>, "susan.dauer@timberlane.net" <susan.dauer@timberlane.net>, "tsvanholm@warriors.winnacunnet.org" <tsvanholm@warriors.winnacunnet.org>, "Lilly, Katharina F." <klilly@exeter.edu>, Jacob MacGlashing <JMacGlashing@town.rye.nh.us>, "mailto:mcotreau@town.rye.nh.us" <mcotreau@town.rye.nh.us>, "fcarter@sau21.org" <fcarter@sau21.org>, "jhubbard@sau21.org" <jhubbard@sau21.org>, "khueber@sau21.org" <khueber@sau21.org>, "ckeiser@sau21.org" <ckeiser@sau21.org>, "gparish@sau21.org" <gparish@sau21.org>, "jfarias@sau21.org" <jfarias@sau21.org>, "bgoodman@sau21.org" <bgoodman@sau21.org>, "alang@sau21.org" <alang@sau21.org>, "jswasey@sau21.org" <jswasey@sau21.org>, "mnadeau@sau21.org" <mnadeau@sau21.org>, "jsilvani@newfieldsnh.gov" <jsilvani@newfieldsnh.gov>, "msununu@newfieldsnh.gov" <msununu@newfieldsnh.gov>, "bcoes@newfieldsnh.gov" <bcoes@newfieldsnh.gov>
 Cc: "Vasapolli, Debra" <dvasapolli@ehr.org>, "McGowan, Jennifer" <JMcGowan@ehr.org>

Exeter Hospital Covid 19 Situational Update For Thursday 2/17 at 10am

-

State wide hospitalizations, case numbers and percent positives are all continuing to improve significantly. Exeter Hospital's situation continued to improve over the week. We have been able to maintain a manageable inpatients census all week, we have had no patients holding the Emergency Department, our ICU has capacity and for the last three days we have had an active COVID census of 1. We have shut down our additional inpatient surge capacity and returned staff that have shifted over from other clinical roles to support the increased demand back to their original positions.

Yesterday the State had only 224 new reported cases. There were only 115 active COVID patients inpatients in hospitals across the state and 138 COVID patients in recovery and our 7 day average positivity rate is now below 10% (still need to get it below 5%)

For the moment Exeter continues operating under its Incident Command (IC), crisis response structure but we are also continuing to lower some of the protective precautions we were forced to put into place as this current wave grew. We have partially expanding visitation access to our outpatient departments and practice locations. For an update on our visitation policy visit Exeter Hospital - COVID-19.

We have also updated our masking recommendation based on the current situation and the positive trend we expect to continue over the next several weeks. It is included below.

This will be the last official update on our status for public officials for this third major wave of COVID. We thank all of you who stepped up to help us fight the pandemic and reduce its impact on our patients, our communities, our health systems and our economy.

I wish you all a happy, healthy and safe turn to Spring.

Exeter Health Resources' Updated Position on Mask Use as of 2/17/2022:

NH's State wide numbers related to the community spread of COVID 19 have improved significantly over the past two weeks. The seven day average positivity rates are now below 10%; average new cases are in the hundreds not thousands; and hospitalization numbers for active COVID patients have dropped into the low hundreds. These numbers

are continuing to fall on a daily basis, and there is good reason to believe that New Hampshire's positivity rate will fall below the 5% threshold for pandemic control sometime in the next two weeks.

While COVID is far from gone from the NH Seacoast, the risk of community spread has been significantly reduced. Therefore the leadership of Exeter Health Resources is updating its public recommendation on mask utilization, moving away from encouraging indoor masking requirements to focusing instead on encouraging individuals in the community that have not been vaccinated, or who are at heightened risk due to other health issues or who want to have the best chance of avoiding a COVID exposure, to wear masks in situations where they cannot maintain appropriate social distance. We continue to encourage everyone to get vaccinated and boosted and to practice good public health practices, including handwashing and especially staying at home and masked if sick or exposed. Mask use has been shown to significantly reduce the risk of spreading COVID to others (which can happen even if the wearer does not have symptoms), and will help reduce the risk of the wearer contracting the virus as well. With over 40% of New Hampshire residents still not fully vaccinated the risk of significant illness and death is still high for those individuals.

All of us at Exeter Health Resources want to thank everyone in the community who made the serious and impactful efforts to reduce the spread of COVID. The combination of indoor mask requirements, promotion of vaccinations, boosters, appropriate and reasonable social distancing, handwashing and staying home when sick or potentially exposed has played a big part in helping health care providers and public health professionals keep us from reaching some of the more dire projections envisioned at the beginning of this third major wave. Those difficult and uncomfortable choices are responsible for helping to speed the rapid decline in the prevalence and impact of COVID in our community. For all those who took positive actions to help protect our community, our children, our health systems and our economy from the effects of COVID we are deeply grateful.

While public mask utilization requirements will appropriately change over the next several weeks, masking requirements in hospitals and other healthcare settings, including all Exeter Hospital and Core Physician sites, will likely remain strictly in place as we continue to work to maintain the safety of our patients and staff who are at heightened risk. We ask everyone who visits our health care locations to follow all masking and remaining COVID precautions.

It remains important that we stay vigilant and respond quickly and appropriately should we see the numbers climb again in the future to unsafe levels. The lessons of the last few months have confirmed that appropriate interventions, widely applied at the right time can save lives and lessen the time and impact of COVID on all of our lives.

We will continually monitor conditions in our State and our region as well as State and CDC guidelines. We will update our position when appropriate and supported by scientific consensus.

Thanks again to everyone in the community who worked to lessen the impact of this wave of COVID 19.

[Quoted text hidden]

Exeter Hospital COVID Update for Legislators and Public Officials

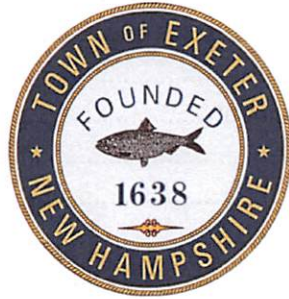
2/14/2022 as of 10am

| Topic | Status | Notes |
|---------|---|--|
| Overall | <p style="text-align: center;">Local Situation Significantly Improved</p> <p style="text-align: center;">State Wide Situation Improving Significantly</p> | <p>State wide hospitalizations, case numbers and percent positives are all continuing to improve significantly. Despite a continuing positive decline they all remain higher than the thresholds for pandemic control. We need to continue with our existing effective interventions continue to support this decline quickly back to more manageable numbers we saw last spring and summer.</p> <p>Exeter Hospital’s situation continued to improve over the weekend with Monday starting off with a normal, manageable total census of 78 including only 6 active COVID inpatients.</p> <p>For the moment Exeter continues operating under its Incident Command (IC), crisis response structure but we are also continuing to lower some of the protective precautions we were forced to put into place as this current wave grew. Later this week we will be partially expanding visitation access to our outpatient departments and practice locations. For an update on our visitation policy visit Exeter Hospital - COVID-19.</p> <p>According to the State’s website we still have over 40% of the NH population who are unvaccinated and therefore at serious risk from the virus. Therefore we continuing to strongly encourage our legislators, towns, schools and local businesses to continue to support masking, vaccinations, boosters, social distancing, hand washing, and staying home when people are experiencing symptoms. All of us want to get the pandemic under control as quickly as possible.</p> <p>Our numbers are dropping very quickly thanks to the precautions all of us have put in place. <i>The worst thing we can do is pause our effective efforts too early and sacrifice the significant progress we are now making.</i></p> |

State/Regional Situation:

| | | |
|-------------------------------|--------------------------------|---|
| Inpatient Census | Significantly Improving | Active COVID inpatients decreased even further dropping from 175 last Thursday to 159 on Sunday. In addition the number of COVID patients in recovery decreased from 152 to 131. |
| 7 day average Positivity rate | Significantly Improving | <p>On yesterday the State reported only 531 new cases on Friday 2/11 and a 7 day average for new cases of 635 dropping another 36% compared to the previous 7 day number. The 7 day positivity rate dropped from 12.8% last Thursday to 10.9% yesterday which is now just over 2 times the threshold for substantial community spread (5%) and it is continuing to improve.</p> <p>Rockingham County's positivity rate dropped as well and is now just over two times the threshold for community spread at 11.5%</p> |
| Vaccination Rate | Stable | Holding 56.2% according to the state's webpage |

Welfare Guidelines Update



Town of Exeter, New Hampshire **Human Services/ Welfare Guidelines**

Updated: January, 2022

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I. Definitions

AGENCY: Any health, social service or other entity that provides services to a client; any such entity to which a welfare official may refer a client for additional resources and/or assistance.

APPLICANT: A person who expresses a desire to receive general assistance or to have his/her eligibility reviewed and whose application has not been withdrawn. This may be expressed either in person or by an authorized representative of the applicant.

APPLICATION (RE-APPLICATION): Written action by which a person requests assistance from a welfare official. This application must be made on a form provided by the welfare official. The application form may be written or completed electronically by means of an interview conducted by a welfare official and verified by the applicant's signature.

ASSETS: All cash, real property, personal property and future assets owned by the applicant.

AVAILABLE LIQUID ASSETS: Amount of liquid assets after exclusions enumerated in Section IX (D). Includes cash on hand, checking accounts, bank deposits, credit union accounts, stocks, bonds, and securities. IRA (Individual Retirement Account), 401k accounts, insurance policies with a loan value, and non-essential personal property shall be considered as available liquid assets when they have been converted into cash.

CASE RECORD: Official files containing forms, correspondence and narrative records pertaining to the application, including determination of eligibility, reasons for decisions and actions by the welfare official, and kinds of assistance given. The case record may be kept electronically. **A hard copy of all signed documents should be kept. Welfare applications and related records must be retained during the active phase of any application plus seven (7) years.**

CLAIMANT: A recipient or applicant who has requested, either in person or through an authorized representative, a fair hearing under Section XIV of these guidelines.

CLIENT: An individual who receives services from the welfare department. May be a single person or encompass a **family household.**

ELIGIBILITY: Determination by a welfare official, in accordance with the guidelines, of an applicant's need for general assistance under the formula provided in Section IX.

FAIR HEARING: A hearing which the applicant or recipient may request to contest a denial, termination or reduction of assistance. The standards for such a hearing are in Section XIV.

GENERAL ASSISTANCE: Financial assistance provided to applicants in accordance with RSA 165 and these guidelines.

HOUSING:

- **Emergency Shelter:** A temporary or non-permanent and non-tenancy housing with is a temporary housing from a housing provider through which an individual or family may seek emergency housing when no other housing is available.
- **Non-Permanent Non-Tenancy Housing:** Applicant(s) pay for room(s) in Rooming or Boarding House; Hotels, Motels, Inns or Tourist Home or other dwellings which rent for recreational or

vacation use. Room(s) in a single-family home with no lease which is the primary and usual residence of the owner. Other occupancies notes as non-tenancy under RSA 540:1, IV.

- **Permanent Tenancy Housing:** Applicant(s) rent apartment, home or room or real property for the sole purpose of residential and non-transient purposes. Applicant(s) may or may not have lease or contract.
- **Transitional Housing:** A non-permanent and non-tenancy housing which is usually provided by an Assistance Program which can require rules or policies to stay in their housing and programs.
- **Tenant or Tenancy:** Permanent housing where occupants shall be deemed to rent at will or have a contract or lease in which have protections of eviction as noted in RSA Chapter 540.

HOUSEHOLD: A household is defined as:

- The applicant/recipient and persons residing with the applicant/recipient in the relationship of father, mother, stepfather, stepmother, son, daughter, husband, wife, or domestic partner; and/or
- The applicant/recipient and any adult (including an unrelated person) who resides with the applicant/recipient “in loco parentis” (in the role of a substitute parent) to a minor child (a person under 18 years of age). A person “in loco parentis” is one who intentionally accepts the rights and duties of a natural parent with respect to a child not their own and who has lived with the child long enough to form a “psychological family.”

MINOR: A person under 18 years of age.

NEED: The basic maintenance and support requirements of an applicant, as determined by a welfare official under the standards of Section IX (E) of these guidelines.

RECIPIENT: A person who is receiving general assistance.

“RELIEVE AND MAINTAIN”: The sustaining of basic needs necessary to the health and welfare of the household. The intent is to provide for the basic needs to support and maintain health and life.

RESIDENCE: Residence or residency shall mean an applicant’s place of abode or domicile. The place of abode or domicile is that place designated by an applicant as their principal place of physical presence for the indefinite future to the exclusion of all others. Such residence or residency shall not be interrupted or lost by a temporary absence from it, if there is intent to return to such residence or residency as the principal place of physical presence. RSA 165:1 (I); 21:6-a.

RESIDENTIAL UNIT: All persons physically residing with the applicant, including persons in the applicant’s household and those not within the household.

SHELTER: A temporary housing provider through which an individual or family may seek emergency housing until permanent housing can be found.

UTILITY: Any service such as electric, gas, oil, water or sewer necessary to maintain the health and welfare of the household.

VENDOR/PROVIDER: Any landlord, utility company, store or other business which provides goods or services needed by the applicant/recipient.

VOUCHER SYSTEM: The system whereby a municipality issues vouchers to the recipient's vendors and providers rather than cash to the recipient. RSA 165:1(III). See Section VIII.

WELFARE OFFICIAL: The official of the municipality, or designee, who performs the function of administering general assistance. Such person has the authority to make all decisions regarding the granting of assistance under RSA 165, subject to the overall fiscal responsibility vested in selectmen, Select Board or Board of Aldermen, City or Town Manager, or City or Town Council. The term includes "overseers of public welfare" (RSA 165:1; 41:46) and "Administrator of Town or City Welfare" RSA 165:2.

WORKFARE: Labor performed by welfare recipients at municipal sites or human service agencies as reimbursement for benefits received. RSA 165:31.

II. Severability

If any provision of these guidelines is held at law to be invalid or inapplicable to any person or circumstances, the remaining provisions will continue in full force and effect.

III. Confidentiality of Information

Information given by or about an applicant or recipient of general assistance is confidential and privileged, and is not a public record subject to disclosure under the provisions of RSA 91-A. Such information will not be published, released, or discussed with any individual or agency without written permission of the applicant or recipient except when disclosure is required by law, or when necessary to carry out the purposes of RSA 165. RSA 165:2-c.

IV. Roles of Local Governing Body and Welfare Official

The responsibility of the day-to-day administration of the general assistance program should be vested in the elected or appointed welfare official. The welfare official shall administer the general assistance program in accordance with the written guidelines of the municipality. The local governing body (selectmen, board of aldermen, or town or city council) is responsible for the adoption of the guidelines relative to general assistance. RSA 165:1 (II).

V. Maintenance of Records

A. Legal Requirement

Each welfare official is required by law NHRSA 41:46 to keep complete paper and/or electronic records concerning the number of applicants given assistance and the cost for such support. Separate case records shall be established for each individual or family applying for general assistance. The purposes for keeping such records are:

1. To provide a valid basis of accounting for expenditure of the municipality's funds;
2. To support decisions concerning the applicant's eligibility;
3. To assure availability of information if the applicant or recipient seeks administrative or judicial review of the welfare official's decision;
4. To provide the welfare official with accurate statistical information; and
5. To provide a complete history of an applicant's needs and assistance that might aid the welfare official in ongoing case management and in referring the applicant to appropriate agencies.

B. Case Records

The welfare official shall maintain case records containing the following information:

1. The complete application including any authorizations signed by the applicant allowing the welfare official to obtain or verify any pertinent information in the course of assisting the recipient, to include a signed Authorization to Release Information from the New Hampshire Division of Health and Human Services.
2. Written grounds for approval or denial of an application, contained in a notice of decision.
3. A narrative history recording need for assistance, the results of investigations of applicants' circumstances, referrals, changes in status, etc.
4. A tally sheet client account summary, which has complete data concerning the type, amount and dates of assistance given; which may be kept on paper or electronically.

C. Case Record Retention

Records shall be kept based on the Municipal Record Retention Requirement. Welfare records must be retained during the active phase of any application plus 7 years.

VI. Application Process

A. Right to Apply

1. Anyone may apply for general assistance by appearing in person or through an authorized representative and by completing a written or electronic application form. The Welfare Official should determine the process by which eligibility determinations shall be made either by in-person appointments, via telephone or video, or home visits. See section VI: E on Home Visits. If more than one adult resides in a household, each may be required to appear at the welfare office to apply for assistance, unless one is working or otherwise reasonably unavailable. Unrelated adults in the applicant's residential unit may be required to apply separately if they do not meet the definition of household as defined in these guidelines. Each adult in the household may be requested to sign release of information forms.
2. The welfare official shall not be required to accept an application for general assistance from a recipient who is subject to a suspension pursuant to Section XIII(C) of these guidelines (RSA 165:1-b,VI); provided that any applicant who contests a determination of continuing noncompliance with the guidelines may request a fair hearing as provided in Section XIII(C)(7); and provided further that a recipient who has been suspended for at least six months due to noncompliance may file a new application.

B. Welfare Official's Responsibilities at Time of Application

When an application is made for general assistance, the welfare official shall provide the applicant with the Notice of Rights, Form C and inform the applicant of:

1. The requirements of submitting an application. The welfare official shall provide assistance to the applicant in completing the application, if necessary (e.g., applicant is physically or mentally unable, or has a language barrier);
2. Eligibility requirements, including a general description of the guideline amounts and the eligibility formula;
3. The applicant's right to a fair hearing, and the manner in which a review may be obtained;
4. The applicant's responsibility for reporting all facts necessary to determine eligibility, and for presenting records and documents as requested and as reasonably available to support statements;
5. The joint responsibility of the welfare official and applicant for exploring facts concerning eligibility, needs and resources;
6. The kinds of verifications needed as listed in Section VII;
7. The fact that an investigation will be conducted in order to verify facts and statements presented by the applicant;
8. The applicant's responsibility to notify the welfare official of any change in circumstances that may affect eligibility;
9. Other forms of assistance for which the applicant may be eligible;
10. The availability of the welfare official to make home visits by mutually-agreed appointment to take applications and to conduct ongoing case management for applicants who cannot leave their homes;
11. The requirement of placing a lien on any real property owned by the recipient, or any civil judgments or property settlements, for any assistance given, except for good cause;
12. The fact that reimbursement from the recipient will be sought if he/she becomes able to repay the amount of assistance given; and
13. The applicant's right to review the guidelines.
14. It is not the Welfare Official's responsibility to recruit or solicit applications from residents. The applicant's responsibility not to voluntarily terminate employment without good cause, as required by RSA 165:1-d; and
15. Any other responsibility the applicant has or will have, as provided in Section VI C.
16. The fact that the Child Protection Act requires the Welfare Official or any person who suspects that a child under age 18 has been abused or neglected must report that suspicion immediately to NH DHHS Division of Children, Youth and Families (DCYF). RSA 169-C:29-31.
17. The fact that the Adult Protection Law requires the Welfare Official or any person who has a reason to believe that a vulnerable adult has been subjected to abuse, neglect, exploitation or self-neglect to make a report immediately to the NH DHHS Bureau of Elderly & Adult Services (BEAS). RSA 161-F:46.

C. Responsibility of Each Applicant and Recipient

At the time of initial application, and at all times thereafter, the applicant/recipient has the following responsibilities:

1. To provide accurate, complete and current information concerning needs and resources and the whereabouts and circumstances of relatives who may be responsible under RSA 165:19;
2. To notify the welfare official promptly when there is a change in needs, resources, address or household size;
3. To apply for ~~other assistance they may be entitled to receive~~ **immediately at private charities, state and federal human service programs**; immediately, but no later than 7 days from ~~completing their initial application for Town Welfare~~, and accept any benefits or resources, public or private, that will reduce or eliminate the need for general assistance. RSA 165:1-b, I (d);
4. To keep all appointments as scheduled. ~~To speak respectively with the welfare official, the welfare official will not conduct an interview or meet with a client who presents as intoxicated, incoherent or who is verbally abusive to the welfare official.~~
5. To provide records and other pertinent information and access to said records and information when requested;
6. To provide a doctor's statement if claiming an inability to work due to medical problems;
7. Following a determination of eligibility for assistance, to diligently search for employment and provide verification of work search (the number of work search contacts to be determined by the welfare official), to accept employment when offered (except for documented reasons of good cause (RSA 165:1-d)), and to maintain such employment. RSA 165:1-b, I (c);
8. Following a determination of eligibility for assistance, to participate in the workfare program (workfare) if physically and mentally able. RSA 165:1-b, I (b); and
9. To reimburse assistance granted if returned to an income status and if such reimbursement can be made without financial hardship. RSA 165:20-b.
- ~~10. To work toward economic sufficiency. Applicant commits to spending all income on basic needs. Basic needs are defined as those that support life and maintain health first.~~
- ~~11. Applicant strives to pursue economic self-sufficiency and eliminate dependence on Town Welfare.~~

An applicant shall be denied assistance if he/she fails to fulfill any of these responsibilities without reasonable justification. A recipient's assistance may be terminated or suspended for failure to fulfill any of these responsibilities without reasonable justification, in accordance with Section XIII(C).

Any recipient may be denied or terminated from general assistance, in accordance with Section XIII, or may be prosecuted for a criminal offense, if he/she, by means of intentionally providing false statements or intentional misrepresentation, or by impersonation or other willfully fraudulent act or device, obtains or attempts to obtain any assistance to which he/she is not entitled.

D. Actions on Applications

1. **Decision.** Unless an application is withdrawn, the welfare official shall make a decision concerning the applicant's eligibility immediately in the case of emergency, or within five working days after submission of the application. A welfare official utilizes these Guidelines to determine an applicant's or recipient's eligibility, while ensuring that each applicant/recipient receives due process. Following the submission of a completed application by an applicant or his/her representative, the welfare official shall make a decision concerning the applicant's application eligibility within 5 business days. If the request is determined to be an emergency, Section VI: D(3) Emergency Assistance guideless shall apply. NOTE: Business hours are generally considered 5 days per week, Monday through Friday during daytime hours. A written notice of decision shall be given in hand, delivered or mailed provided on the same day or next working business day following the making of the decision. The notice of decision shall state that assistance of a specific kind and amount has been given and the time period of aid, or that the application has been denied, in whole or in part, with reasons for denial. A decision may also be made to append an application subject to receipt of specified information from the applicant. The notice of decision shall contain a first notice of conditions for continued assistance and shall notify the applicant of his/her right to a fair hearing if dissatisfied with the welfare official's decision. RSA 165:1-b, II, III.
2. **Pending Notice of Decision.** A decision may also be made to pend an application subject to receipt of specified information, documentation or verifications from the applicant within a specific amount of time not to exceed five business days. A Notice of Decision should be provided following the expiration of time on the Pending Notice of Decision.
3. **Emergency Assistance.** If, at the time of initial contact, the applicant demonstrates and verifies that an immediate emergency need exists, because of which the applicant may suffer a loss of a basic necessity of living or imminent threat to life or health (such as loss of shelter, utilities, heat, or lack of food or prescriptions), then temporary aid to fill such immediate assistance to mitigate such emergency need shall be given immediately provided to prevent the imminent threat to life or health, pending a decision on the application. Such emergency assistance shall not obligate the welfare official to provide further assistance after the application process is completed.
4. **Temporary Assistance.** In circumstances where required records are not available, the welfare official may give temporary approval of an application pending receipt of required documents. Temporary status shall not extend beyond two weeks. The welfare official shall not insist on documentary verification if such records are totally unavailable.
5. **Withdrawn Applications.** An application shall be considered withdrawn if:
 - a. The applicant has refused to complete an application or has refused to make a good faith effort to provide required verifications and sufficient information for the completion of an application. If an application is deemed withdrawn for these reasons, the welfare official shall so notify the applicant in a written notice of decision;
 - b. The applicant dies before assistance is rendered;
 - c. The applicant avails him/herself of other resources to meet the need in place of assistance;
 - d. The applicant requests that the application be withdrawn (preferably in writing); or

- e. The applicant does not contact the welfare official after the initial interview after being requested to do so.

E. Home Visits

A home visit may be made by a mutually agreed appointment at the request of any applicant, only when it is impossible for the applicant or their representative to apply in person. At the Welfare Official's discretion, a telephone or video interview by appointment may be an alternative to a home visit for the Welfare Official's and applicant's health and safety.

The home visit or telephone or video appointment shall be conducted in such a manner as to preserve, to the greatest extent possible, the privacy and dignity of the applicant. To this end, the person conducting the visit shall not be in uniform or travel in a law enforcement marked vehicle, shall be polite and courteous, and shall not knowingly discuss or mention the application within the listening hearing area of someone who is not a member of the household.

VII. Verification of Information

Any determination or investigation of need or eligibility shall be conducted in a manner that will not violate the privacy or personal dignity of the individual or harass or violate his or her individual rights.

A. Required Verifications

Verification will normally be required of the following:

1. Applicant's address;
2. Facts relevant to the applicant's residence, as set forth in sections IX (B) and X;
3. Names of persons in applicant's residential unit;
4. Applicant's and household's income and assets;
5. Applicant's and households financial obligations;
6. The physical and mental condition of household members, only where relevant to their receipt of assistance, such as ability to work, determination of needs, or referrals to other forms of assistance;
7. Any special circumstances claimed by applicant;
8. Applicant's employment status and availability in the labor market;
9. Names, addresses, and employment status of potentially liable relatives;
10. Utility costs;
11. Housing costs;
12. Prescription costs; and
13. Any other costs that the applicant wishes to claim as a necessity. If a medical disability claim is made it must be validated by a state licensed medical doctor.

B. Verification Records

Verification may be made through records provided by the applicant (for example, birth and marriage certificates, pay stubs, pay checks, rent receipts, bankbooks /debit card account information, etc.) as primary sources. The failure of the applicant to bring such records does not affect the welfare official's responsibility to process the application promptly. The welfare official shall inform the applicant what records are necessary, and the applicant is required to produce records possessed as soon as possible. However, the welfare official shall not insist on documentary verification if such records are not available, but should ask the applicant to suggest alternative means of verification.

C. Other Sources of Verification

Verification may also be made through other sources, such as relatives, employers, former employers, banks, school personnel, and social or government agencies. ~~The cashier of a national bank or a treasurer of a savings and trust company is authorized by law to furnish information regarding amounts deposited to the credit of an applicant or recipient. RSA 165:4.~~ Although RSA 165:4 permits the cashier of a national bank or a treasurer of a savings and trust company to furnish information regarding amounts deposited to the credit of an applicant or recipient, it would be the better practice to have any verification of bank deposits only be obtained through a proper release of information form signed by the applicant.

D. Written Consent of Applicant

When information is sought from such other sources, the welfare official shall explain to the applicant or recipient what information is desired, how it will be used, and the necessity of obtaining it in order to establish eligibility. Before contact is made with any other source, the welfare official shall obtain written consent of the applicant or recipient, unless the welfare official has reasonable grounds to suspect fraud. In the case of suspected fraud, the welfare official shall carefully record his/her reasons and actions, and before any accusation or confrontation is made, the applicant shall be given an opportunity to explain or clarify the suspicious circumstances.

E. Legally Liable Relatives

The welfare official may seek statements from the applicant's legally liable relatives regarding their ability to help support the applicant. RSA-165:19

F. Refusal to Verify Information

Should the applicant or recipient refuse comment and/or indicate an unwillingness to have the welfare official seek further information that is necessary, assistance may be denied for lack of eligibility verification/noncompliance.

VIII. Disbursements

The municipality ~~pays in a voucher system.~~ provides assistance and payment in the form of vouchers, checks or by credit card directly payable to the vendor providing the services in accordance with the municipality's financial policies. No cash or reimbursement is provided to recipients. RSA 165:1 (III). ~~Vouchers are payable directly to the vendors (utilities, landlords, stores, etc.) involved.~~

The amount shown on the voucher is the maximum amount to be used for payment. In accordance with the municipality's ~~accounting practices~~ **finance policies**, a recipient may be required to sign the voucher to insure proper usage. The vendor returns the voucher with the required documentation, for payment, to the welfare official. After the initial transaction, if there is any unspent money, the voucher shall be returned to the municipality for payment of the actual amount listed on an itemized bill or register tape. Vouchers altered by the recipient or vendor may not be honored.

IX. Determination of Eligibility and Amount

A. Eligibility Formula

An applicant is eligible to receive assistance when:

1. He/she meets the non-financial eligibility factors listed in Section C below; and
2. The applicant's basic maintenance need, as determined under Section E below, exceeds his/her available income (Section F below) plus available liquid assets (Section D below). If available income and available liquid assets exceed the basic maintenance need (as determined by the guideline amounts), the applicant is not eligible for general assistance. If the need exceeds the available income/assets, the amount of assistance granted to the applicant shall be the difference between the two amounts, in the absence of circumstances deemed by the welfare official to justify an exception.

B. Legal Standard and Interpretation

"Whenever a person in any town is poor and unable to support himself he shall be relieved and maintained by the overseers of public welfare of such town, whether or not he has residence there." RSA 165:1.

1. An applicant cannot be denied assistance because he/she is not a resident. See Section X.
2. "Whenever" means at any or whatever time that person is poor and unable to support him or herself.
 - a. The welfare official, or a person authorized to act on his/her behalf, ~~shall provide~~ **shall be available** during normal business hours ~~the means to apply for general assistance/relief. Town Welfare Applications will be available during normal operating hours of the Town Hall.~~
 - b. The eligibility of any applicant for general assistance shall be determined no later than five (5) **working business** days after the application is **completed**. If the applicant has an emergency need, then assistance for such emergency need shall be **immediately** provided in accordance with Section VI (D) (1), (2).
 - c. Assistance shall begin as soon as the applicant is determined to be eligible.
3. "Poor and unable to support" means that an individual lacks income and available liquid assets to adequately provide for the basic maintenance needs of him/herself or family as determined by the ~~guidelines~~ **Municipality's Welfare Guidelines**.
4. "Relieved" means an applicant shall be assisted to meet those basic needs as determined by the **Municipality's Welfare Guidelines**.

C. Non-Financial Eligibility Factors

1. **Age.** General assistance cannot be denied any applicant because of the applicant's age; age is not a factor in determining whether or not an applicant may receive general assistance. Minor children are assumed to be the responsibility of their parent(s) or legal guardian(s), unless circumstances warrant otherwise.
2. **Support Actions.** No applicant or recipient shall be compelled, as a condition of eligibility or continued receipt of assistance, to take any legal action against any other person. The municipality may pursue recovery against legally liable persons or governmental units. See Section XVI.
3. **Eligibility for Other Categorical Assistance.** Recipients who are, or may be, eligible for any other form of public assistance must apply for such assistance immediately, but no later than seven days after being advised to do so by the welfare official. Failure to do so may render the recipient ineligible for assistance and subject to action pursuant to Section XIII of these guidelines. ~~No person receiving Old Age Assistance (OAA) or Aid to the Permanently and Totally Disabled (APTD) CASH or monetary recipients only, under RSA 167 or 161, shall at the same time be eligible for general assistance, except for emergency medical assistance as defined in Section IX (E)(8)(a) of these guidelines. RSA 167:27.~~
4. **Employment.** An applicant who is gainfully employed, but whose income and assets are not sufficient to meet necessary household expenses, may be eligible to receive general assistance. However, recipients who without good cause refuse a job offer or referral to suitable employment, participation in the workfare program, or who voluntarily leave a job without good cause may be ineligible for continuing general assistance in accordance with the procedures for suspension outlined in the guidelines. The welfare official shall first determine whether there is good cause for such refusal, taking into account the ability and physical and mental capacity of the applicant, transportation problems, working conditions that might involve risks to health or safety, lack of adequate child care, or any other factors that might make refusing a job reasonable. These employment requirements shall extend to all adult members of the household.
5. **Registration with the New Hampshire Department of Employment Security (NHES) and Work Search Requirements.** All unemployed recipients and adult members of their households shall, within seven days after having been granted assistance, register with NHES to find work and must conduct a reasonable, verified job search as determined by the welfare official ~~which includes 5 verifiable jobs searches a day.~~ Each recipient must apply for employment to each employer to whom he/she is referred by the welfare official ~~and actively seek out other sources of employment.~~ These work search requirements apply unless the recipient and each other adult member of the household are:
 - a. Gainfully employed full-time;
 - b. A dependent 18 or under who is regularly attending secondary school;
 - c. Unable to work due to illness or mental or physical disability of him/herself or another member of the household, ~~that prevents them from working as verified by a medical doctor in writing to the welfare official as verified by the welfare official;~~ or
 - d. Is solely responsible for the care of a child under the age of ~~five one (1).~~ ~~RSA 165:31, III.~~ A recipient responsible for the care of a child aged ~~five~~ to twelve shall not be excused from work search requirements, but shall be deemed to have good cause to refuse a job requiring work during hours the child is not usually in school, if there is no responsible person available to provide care, and it is verified by the welfare official that no other care is available. ~~The~~

~~parent of this young child shall be required to apply for state subsidized child care within 7 days in order to secure meaningful employment.~~

The welfare official shall give all necessary and reasonable assistance to ensure compliance with registration and work requirements, including the granting of allowances for transportation and work clothes. Failure of a recipient to comply with these requirements without good cause will be reason for denial of assistance.

6. Students. Applicants who are college post-secondary education students and are not available for or refusing to seek full-time employment are not eligible for general assistance.

7. Non-Citizens. The welfare officer may, in his/her sole discretion, provide limited assistance to non-citizens not otherwise eligible for general assistance.

a. A non-citizen who is not:

- A qualified alien under 8 USCA 1641,
- A non-immigrant under the federal Immigration and Nationality Act, or
- An alien paroled into the United States for less than one year under 8 USCA 1182(d) (5) is would not be eligible for general assistance from the municipality. 8 USCA 1621(a).

b. Qualified aliens include aliens who are lawfully admitted for permanent residence under the Immigration and Nationality Act (8 USCA 1101 et seq.), aliens who are granted asylum under that act, certain refugees, and certain battered aliens. 8 USCA 1641.

c. A non-citizen who is not eligible for general assistance may be eligible for state assistance with health care items and services that are necessary for the treatment of an emergency medical condition, which is defined as a medical condition (including emergency labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- Placing the patient's health in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part. 8 USCA 1621(b) and 42 USCA 1396(v) (3).

d. A non-citizen may also be eligible for general assistance for treatment of an emergency medical condition, pursuant to Section IX (E) (8) (a) of these guidelines.

e. Non-citizen applicants for general assistance may be required to provide proof of eligibility. 8 USCA 1625.

8. Property Transfers. No applicant who is otherwise eligible shall receive such assistance if he/she has made an assignment, transfer, or conveyance of property for the purpose of rendering him/herself eligible for assistance within three years immediately preceding his/her application. RSA 165:2-b.

9. Employment of Household Members. The employment requirements of these guidelines, or participation in the workfare program, shall be required for all adults aged 18 to 65 years residing in the same household, except those regularly attending secondary school or employed on a full-time basis, who are:

- a. Members of the recipient's household;
- b. Legally liable to contribute to the support of the recipient and/or children of the household; and

- c. Not prevented from maintaining employment and contributing to the support of the household by reason of physical or mental disability or other justifiable cause as verified by the welfare official.

The welfare official may waive this requirement where failure of the other household members to comply is not the fault of the recipient and the welfare official decides it would be unreasonable for the recipient to establish a separate household. RSA 165:32.

10. Disqualification for Voluntary Termination of Employment. Any applicant eligible for assistance who voluntarily terminated employment shall be ineligible to receive assistance for 90 days from the date of employment termination, provided the applicant:

- a. Has received local welfare within the past 365 days; and
- b. Has been given notice that voluntary termination of employment without good cause could result in disqualification; and
- c. Has terminated employment of at least 20 hours per week without good cause within 60 days of an application for local welfare; and
- d. Is not responsible for supporting minor children in his/her household; and
- e. Did not have a mental or physical impairment which caused him/her to be unable to work.

Good cause for terminating employment shall include any of the following: discrimination, unreasonable work demands or unsuitable employment, retirement, leaving a job in order to accept a bona-fide job offer, migrant farm labor or seasonal construction, and lack of transportation or child care. An applicant shall be considered to have voluntarily terminated employment if the applicant fails to report for work without good cause. An applicant who is fired or resigns from a job at the request of the employer due to applicant's inability to maintain the employer's normal work productivity standard shall not be considered to have voluntarily terminated employment. RSA 165:1-d.

D. Available Assets

- 1. Available Liquid Assets.** Cash on hand, bank/debit deposits, credit union accounts, securities and retirement plans (i.e., IRA's, deferred compensation, Keogh's, etc.) are available liquid assets. Insurance policies with a loan value, and non-essential personal property, may be considered as available liquid assets when they have been converted into cash. The welfare official shall allow a reasonable time for such conversion. However, tools of a trade, livestock and farm equipment, and necessary and ordinary household goods are essential items of personal property which shall not be considered as available assets.
- 2. Automobile Ownership.** The ownership of one automobile by an applicant/recipient or his/her dependent does not affect eligibility if it is essential for transportation to seek or maintain employment, to procure medical services or rehabilitation services, or if its use is essential to the maintenance of the individual or the family. The Town will not allow the payments of car payments as a basic need; public transportation is available and accessible in Town.
- 3. Insurance.** The ownership of insurance policies does not affect eligibility. However, when a policy has cash or loan value, the recipient will be required to obtain and/or borrow all available funds, which shall then be considered available liquid assets.
- 4. Real Estate.** The type and amount of real estate owned by an applicant does not affect eligibility, although rent or other such income from property shall be considered as available to meet need.

Applicants owning real estate property, other than that occupied as their primary residence, shall be expected to make reasonable efforts to dispose of it at fair market value. Applicants shall be informed that a lien covering the amount of any general assistance they receive shall be placed against any real estate they own. RSA 165:28.

E. Standard of Need

The basic financial requirement for general assistance is that an applicant be poor and unable to support him/herself. Clients are expected to use all income and resources to support their basic needs (those costs that support and maintain health and life) first. An applicant shall be considered poor when he/she has insufficient available income/assets to purchase either for him/herself or dependents any of the following.

1. **Payment Levels for Allowable Expenses.** When adopting these guidelines, the municipal governing body shall establish payment levels for various allowable expenses which shall be based on actual local market conditions and costs. The payment levels shall be reviewed by the welfare official annually and modifications presented to the municipal governing body where market conditions have changed. RSA 165:1, II. The payment levels established as part of these guidelines are set forth in Appendix A.
2. **Shelter Housing.** The amount to be included as “need” for shelter housing is the actual cost of rent or mortgage necessary to provide shelter or housing in that municipality. Such cost shall be determined in accordance with subparagraph 11 below. See Appendix A.
 - a. **Shelter Arrearages Permanent Tenancy Housing Arrearages.** Shelter Housing arrearages will be included in the “need” formula if, and only if, such payment is necessary to prevent eviction or foreclosure or to protect the health and safety of the household. However, if the amount of such mortgage or rental arrearage substantially exceeds the cost of alternative, available housing which complies with local health and housing code standards, or if the payment of arrears will not prevent eviction or foreclosure, the welfare official may instead authorize payment of security deposit, rent, and/or reasonable relocation expenses for such alternative housing if, under the circumstances of the case, it is reasonable to do so and would not cause undue hardship to the applicant household. Alternative housing may include transitional housing as an option. It is not the responsibility of the Municipal Welfare Office to locate permanent housing.
 - b. **Security Deposits.** Security deposits may be included in the ‘need’ formula if, and only if, the applicant is unable to secure alternative shelter housing for which no security deposit is required or is unable to secure funds, either him/herself or from alternative sources, for payment of the deposit. Any security deposit provided by the general assistance program which is returned under RSA 540-A:7 shall be returned to the municipality, not the recipient.
 - c. **Relative Landlords.** Whenever a relative of an applicant is also the landlord for the applicant, a financial analysis shall be made in accordance with RSA 165:19.
 - d. **Emergency Shelter:** In cases in which the municipality has made an appropriate referral for emergency, temporary shelter and the applicant refuses to accept such a referral, or if the applicant does not abide by the rules of the emergency housing/shelter, the Welfare Official may suspend the applicant by refusing to pay for alternative emergency shelter, but may not suspend the applicant by denying other forms of assistance to which he/she is otherwise entitled. The applicant must accept the least costly alternative for emergency housing assistance that is deemed suitable by the Welfare Official for applicant’s household.

- 3. Utilities.** When utility costs are not included in the shelter expense, the most recent outstanding monthly utility bill will be included as part of “need” by the welfare official. Arrearages will not normally be included in “need” except as set forth below.

NOTE: The New Hampshire Public Utilities Commission (PUC) has established comprehensive rules governing the provision of some utility services. Generally speaking, the PUC governs electric, telephone, water, and sewer; it does not govern any municipal utilities, propane tanks, or fuel oil. With the exception of telephone, the rules are consistent across utilities. These rules and

regulations cover the initiation of service, payment arrangements, termination of service, the terms of restoration of service, the requirement of deposits, municipal guarantees and guarantees from other third parties. There are special rules as to winter termination. The welfare official should be familiar with these rules in order to ensure that needs are properly met at the lowest available cost. The PUC has a toll-free consumer assistance number: 800/852-3793.

a. Arrearages. Arrearages will not be included except when necessary to ensure the health and safety of the applicant household or to prevent termination of utility service where no other resources or referrals can be utilized. In accordance with the rules of the PUC relating to electric utilities, arrearages for electric service need not be paid if the welfare official notifies the electric company that the municipality guarantees payment of **current average** electric bills as long as the recipient remains eligible for general assistance.

b. Restoration of Service. When utility service has been terminated and the welfare official has determined that alternative utility service is not available and alternative shelter is not feasible, arrearages will be included in “need” when restoration of service is necessary to ensure the health and safety of the applicant household. The welfare official may negotiate with the utility for payment of less than the full amount of the arrears and/or may attempt to arrange a repayment plan to obtain restoration of service.

When electric service has been terminated and restoration is required, arrearages may either be included as set forth in the above paragraph, or may be paid in accordance with a reasonable payment plan entered into by the applicant and the electric company. The welfare official may hold the recipient accountable for the payment arrangement for as long as the recipient continues to request general assistance on a regular basis. Payment of a payment plan may be a required element of a notice of decision or case plan.

c. Deposits. Utility security deposits will be considered as “need” if, and only if, the applicant is unable to secure funds for the payment of the deposit and is unable to secure utility service without a deposit. Such deposits shall, however, be the property of the municipality.

- 4. Food.** The amount included as “need” for food purchases will be in accordance with the most recent standard **food-stamp Supplemental Nutrition Assistance Program (SNAP) (formerly known as food stamps)** allotment, as determined under **the food-stamp program** administered by the New Hampshire Department of Health and Human Services. An amount in excess of the standard food allotment may be granted if one or more members of the household **require needs** a special diet, as verified by the welfare official, the documented cost of which is greater than can be purchased with the family’s allotment of **food-stamps SNAP**. Food vouchers may not be used for alcohol, tobacco or pet food.

- 5. Household Maintenance Allowance.** Applicants may include, in calculating “need,” the cost of providing personal and household necessities in an amount not to exceed these guidelines, as determined in accordance with subparagraph 11 below. (See Appendix A.) Need allowance for diapers shall be calculated based on usage ~~clients are encouraged to explore the use of cloth diapers.~~
- 6. Telephone.** ~~Since the inception of the state of New Hampshire’s 911 service if a phone jack is in shelter or dwelling and a phone line is plugged into that jack individuals can dial 911 for emergencies therefore the Town will not be making payments for telephone services. Clients will be referred to the state’s free cell phone programs through the NH DHHS. If the absence of a telephone would create an unreasonable risk to the applicant’s health or safety (as verified by the Welfare Official), or for other good cause as determined by the Welfare Official, the lowest available basic monthly rate will be budgeted as “need”. While payments will not be made for telephone bills, under exceptional circumstances where no other source of assistance is available, payments may be made to maintain basic telephone service.~~
- 7. Transportation.** If the welfare official determines that transportation is necessary (e.g., for health or medical reasons, to maintain employment, or to comply with conditions of assistance) “need” ~~would~~ **should** include the costs of public transportation ~~where available, through the COAST bus Services. Bus passes will be provided for medical appointment and to access other necessary services at the discretion of the welfare official. Clients may also be referred to volunteer drivers where appropriate. Given that there is public transportation available and other local resources care payments, and/or car insurance will not be considered as a basic need.~~ If, and only if, the transportation need cannot be reasonably provided by alternate means, such as public transportation or volunteer drivers, a reasonable amount of car payments and gasoline should be included as part of “need” when determining eligibility or amount of aid.
- 8. Maintenance of Insurance.** In the event that the welfare official determines that the maintenance of medical insurance is essential, an applicant may include as “need” the reasonable cost of such premiums.
- 9. Emergency and Other Expenses.** In the event that the applicant has the following current expenses, the actual cost shall be included as emergency and other expenses to determine eligibility and amount of assistance:
- a. Medical Expenses.** The welfare official shall not consider including amounts for medical, dental or eye services unless the applicant can verify that all other potential sources have been investigated and that there is no source of assistance other than local welfare. Other sources to be considered shall include state and federal programs, local and area clinics, area service organizations and area hospital indigent programs designed for such needs. When an applicant requests medical service, prescriptions, dental service or eye service, the local welfare official may require verification from a doctor, dentist or person licensed to practice optometry in the area, indicating that these services are absolutely necessary and cannot be postponed without creating a significant risk to ~~the that~~ applicant’s well-being ~~specifically their life or health~~ will be placed in serious jeopardy.
 - b. Legal Expenses.** Except for those specifically required by statute, no legal expenses will be included.

c. **Clothing.** If the applicant has emergency clothing need ~~they will be referred to a local clothing closet or consignment store. If there is a cost involved~~ which cannot be met in a timely fashion by other community resources (i.e.: Salvation Army, Red Cross, church group), the expense of reasonably meeting that emergency clothing need will be included.

d. **Other.** The Town does not included credit card payments or any other loan payments in their basic need calculations. It is not the Town's responsibility to maintain an applicant's credit rating or support the repayment of credit or loans. Town Welfare is to support and maintain basic life and health only.

10. Unusual Needs Not Otherwise Provided For in These Guidelines. If the welfare official determines that the strict application of the standard of need criteria will result in unnecessary or undue hardship (e.g. needed services are inaccessible to the applicant), such official may make minor adjustments in the criteria, or may make allowances using the emergency need standards stated in Section VI(D)(2) of these guidelines. Any such determination and the reasons therefore, shall be stated in writing in the applicant's case record.

11. Shared Expenses. If the applicant/recipient household shares shelter, utility, or other expenses with a non-applicant/recipient (i.e.: is part of a residential unit), then need should be determined on a pro rata share, based on the total number of adults in the residential unit (e.g.: three adults in residential unit, but only one applies for assistance—shelter need is 1/3 of shelter allowance for household of three adults).

~~**11. Payment Levels for Allowable Expenses.** When adopting these guidelines, the municipal governing body shall establish payment levels for various allowable expenses which shall be based on actual local market conditions and costs. The payment levels shall be reviewed by the welfare official annually and modifications presented to the municipal governing body where market conditions have changed. In Exeter the costs for utilities expenses will reflect the amounts allowed under federal Section 8 Housing guidelines as updated annually. RSA 165:1, II.~~

F. Income

In determining eligibility and the amount of assistance, the standard of need shall be compared to the available income/assets. ~~Clients are expected to utilize all income and resources to support their basic needs first. Examples of basic needs include those that support life and health specifically: shelter, food, electricity, heat, and medication as prescribed by a licensed medical doctor.~~ Computation of income and expenses will be by the week or month. The following items will be included in the computation:

1. Earned Income. Income in cash or in-kind earned by the applicant or any member of the household through wages, salary, commissions, or profit, whether self-employed or as an employee, is to be included as income. Rental income and profits from items sold are considered earned income. ~~With respect to~~ self-employment, ~~total profit net income~~ is ~~arrived at~~ calculated by subtracting business expenses from gross income in accordance with standard accounting principles. When income consists of wages, the amount computed should be that available after income taxes, social security and other payroll deductions required by state, federal, or local law, court ordered support payments and child care costs, and work-related clothing costs have been deducted from income. Wages that are ~~trusted~~ ~~trusted~~, or income similarly unavailable to the applicant or applicant's dependents, should not be included.

2. Income or Support from Other Persons. Contributions from relatives or other household members shall be considered as income only if actually available and received by the applicant or recipient. The income of non-household members of the applicant's residential unit shall not be counted as income. (Expenses shared with non-household members may affect the level of need, however. See Section IX (E) (10) regarding determination of need in cases of non-household residential units.)

3. Income from Other Assistance or Social Insurance Programs.

- a. State categorical assistance benefits, OASDI payments, Social Security Payments, VA benefits, unemployment insurance benefits, and payment from other government sources shall be considered income.
- b. ~~Food Stamps~~ Supplemental Nutrition Assistance Program (SNAP) (also known as food stamps) cannot be counted as income pursuant to federal law. (7 USC 2017(b))
- c. ~~Fuel Assistance~~ Low Income Heating and Energy Assistance Program (LIHEAP) (also known as fuel assistance) cannot be counted as income pursuant to federal law. (42 USC 8624(f) (1))

4. Court-Ordered Support Payments. Alimony and child support payments shall be considered income only if actually received by the applicant or recipient.

5. Income from Other Sources. Payment from pension, trust funds, and similar programs shall be considered income.

6. Earnings of a Child. No inquiry shall be made into the earnings of a child 14 years of age or less unless that child makes a regular and substantial contribution to the family.

7. Option to Treat a Qualified State Assistance Reduction as Deemed Income. The welfare official may deem as income all or any portion of any qualified state assistance reduction pursuant to RSA 167:82, VIII. The following criteria shall apply to any action to deem income under this section. RSA 165:1-e.

- a. The authority to deem income under this section shall terminate when the Qualified State Assistance Reduction no longer is in effect.
- b. Applicants for general assistance may be required to cooperate in obtaining information from the Department of Health and Human Services as to the existence and amount of any Qualified State Assistance Reduction. No applicant for general assistance may be considered to be subject to a Qualified State Assistance Reduction unless the existence and amount has been confirmed by the Department of Health and Human Services.
- c. The welfare official shall provide the applicant with a written decision which sets forth the amount of any deemed income used to determine eligibility for general assistance.
- d. Whenever necessary to prevent an immediate threat to the health and safety of children in the household, the welfare official shall waive that portion, if any, of the Qualified State Assistance Reduction as necessary.

G. Residents of Shelters for Victims of Domestic Violence and Their Children

An applicant residing in a shelter for victims of domestic violence and their children who has income, and owns resources jointly with the abusive member of the applicant's household, shall be required to cooperate with the normal procedures for purposes of verification. Such resources and income may be excluded from eligibility determinations unless the applicant has safe access to joint resources at the time of application. The verification process may be completed through an authorized representative of the shelter of residence. The normal procedures taken in accordance with these guidelines to recover assistance granted shall not delay such assistance.

X. Non-Residents

A. Eligibility

Applicants who are temporarily in a municipality which is not their municipality of residence and who do not intend to make a residence there are nonetheless eligible to receive general assistance, provided they are poor and unable to support themselves. RSA 165:1-c. No applicant shall be refused assistance solely on the basis of residence. RSA 165:1.

B. Standards

The application procedure, eligibility standards and standard of need shall be the same for nonresidents as for residents.

C. Verification

Verification records shall not be considered unavailable, nor the applicant's responsibility for providing such records relaxed, solely because they are located in the applicant's municipality of residence.

D. Temporary or Emergency Aid

The standards for the fulfilling of immediate or emergency needs of nonresidents and for temporary assistance pending final decision shall be the same as for residents, as set forth in Section VI (D)(2).

E. Determination of Residence

Determination of residence shall be made if the applicant requests return home transportation (See paragraph F below), or if the welfare official has reason to believe the applicant is a resident of another New Hampshire municipality from which recovery can be made under RSA 165:20.

- 1. Minors.** The residence of a minor applicant shall be presumed to be the residence of his/her custodial parent or guardian.
- 2. Adults.** For competent adults, the standard for determining residence shall be the overall intent of the applicant, as set forth in the Section I definition of "residence." The statement of an applicant over 18 as to his/her residence or intent to establish residence shall be accepted in the absence of strongly inconsistent evidence or behavior.

F. Return Home Transportation

At the request of a nonresident applicant, any aid, temporary or otherwise, to which he/she would be otherwise entitled under the standards set forth in these guidelines, may be used by the welfare official to cause the applicant to be returned to his/her municipality of residence. RSA 165:1-c.

G. Recovery

Any aid given to a nonresident, including the costs of return home transportation, may be recovered from his/her municipality of residence ~~using the procedures of~~ as provided by law. See Section XVI (B).

XI. Municipal Work Programs

A. Participation

Any recipient of general assistance who is able and not gainfully employed may be required to work for the municipality or an appropriate local human service agency at any available bona fide job that is within his/her capacity ~~(RSA 165:31)~~ for the purpose of reimbursement of benefits received. **RSA 165:31** Participants in the workfare program are not considered employees of the municipality, and any work performed by workfare participants does not give rise to any employee-employer relationship between the recipient/workfare participant and the municipality.

B. Reimbursement Rate

The workfare participant shall be allotted the prevailing municipal wage for work performed, but in no case less than the minimum wage. No cash compensation shall be paid for workfare participation; the wage value of all hours worked shall be used to reimburse the municipality for assistance given. No workfare participant shall be required to work more hours than necessary to reimburse aid rendered.

C. Continuing Financial Liability

If, due to lack of available municipal work or other good cause, a recipient does not work a sufficient number of hours to fully reimburse the municipality for the amount of his/her aid, the amount of aid received less the value of workfare hours completed shall still be owed to the municipality.

D. Allowance for Work Search

The municipality shall provide reasonable time during working hours for the workfare participant to conduct a documented employment search.

E. Workfare Program Attendance

With prior notice to the welfare official, a recipient may be excused from workfare participation if he/she:

1. Has a conflicting job interview;

2. Has a conflicting interview at a ~~service or welfare~~ social service agency;
3. Has a medical appointment or illness;
4. As a parent or person "in loco parentis," must care for a child under the age of five. A recipient responsible for a child age five but under 12 shall not be required to work during hours the child is not in school, if there is no responsible person available to provide care, and no other care is available;
5. Is unable to work due to mental or physical disability, as verified by the welfare official;
6. Must remain at home because of illness or disability to another member of the household, as verified by the welfare official; or
7. Does not possess the materials or tools required to perform the task and the municipality fails to provide them. ~~However, the workfare participant should attempt to schedule appointments so as not to conflict with the workfare program and must notify his/her supervisor in advance of the appointment. The welfare official may require participants to provide documentation of their attendance at a conflicting interview or appointment.~~
8. The workfare participant should attempt to schedule appointments so as not to conflict with the workfare program and must notify his/her supervisor in advance of the appointment. The welfare official may require participants to provide documentation of their attendance at a conflicting interview or appointment.

F. Workfare Hours

Workfare hours are subject to approval of the supervisor and the welfare official. Failure of the participant to adhere to the agreed workfare hours (except for the reasons listed above) will prompt review of the recipient's eligibility for general assistance, and may result in a suspension or termination of assistance. See Section XIII (C) (2) (b).

G. Workers Compensation

The municipality shall provide workers compensation coverage to participants in workfare programs in the same manner such coverage is provided to other municipal employees, unless the local governing body of the municipality has voted to adopt a guideline making the provisions of the workers compensation laws not applicable to workfare program participants. RSA 281-A: 2, VII (b).

XII. Burials & Cremations

The welfare official shall provide for ~~proper required~~ burial or cremation, at municipal expense, of persons found in the municipality at time of death, regardless of whether the deceased person ever applied for or received general assistance from any municipality. In such cases, assistance may be applied for on behalf of the deceased person, ~~however~~ The application should be made ~~before any burial or cremation expenses are incurred. The expense may be recovered from the deceased person's municipality of residence, or from a liable relative pursuant to RSA 165:3, II. If relatives, other private persons, the state or other sources are unable to cover the entire burial/cremation expense, the municipality will pay up to \$750 for burial/cremation. (See~~

Appendix A.) RSA 165:3 and RSA 165:1-b; see also RSA 165:27 and 165:27-a. immediately following the time of death or before expenses are incurred. The municipality will not pay for expenses like special rites and other expenses beyond the municipal maximum allowance for charges required for burial or cremation.

The expense may be recovered from the deceased person's municipality of residence, or from a liable relative pursuant to RSA 165:3, II. If there are liquid assets at death from the deceased person's bank accounts, there shall be an automatic assignment to the funeral director or the person who paid for the funeral and burial or cremation of the deceased to the extent of funeral and burial or cremation costs up to \$2,000 pursuant to RSA 165:27-a. If relatives, other private persons, the state, or other sources are unable to cover the entire burial/cremation expense, the municipality will pay up to the amount set forth in Appendix A for burial/cremation. RSA 165:3 and RSA 165:1-b; see also RSA 165:27 and 165:27-a.

Unclaimed Body. Per RSA 611-B:25 the medical examiner shall release a dead body if unclaimed for a period of not less than 48 hours following completion of the death investigation to the overseer of public welfare in the town or, in the case of an unincorporated place, to a county commissioner, who shall decently bury or cremate the body, or, with the consent of the commissioners of the overseer, it may be sent to the medical department of a medical school or university, to be used for the advancement of the science of anatomy and surgery.

XIII. Right to Notice of Adverse Action

A. Right to a Written Decision

All persons have a constitutional right to be free of unfair, arbitrary or unreasonable action taken by government. This includes applicants for and recipients of general assistance, whose aid has been denied, terminated or reduced. Every applicant and recipient shall be given a written notice of every decision regarding assistance (See Section VI (D) for notice where application is granted.) The welfare official will make every effort to ensure that the applicant understands the decision.

B. Action Taken for Reasons Other Than Noncompliance with the Guidelines

1. Whenever a decision is made to deny assistance or to refuse to grant the full amount of assistance requested, a notice of the decision shall be given or mailed to the applicant either the same day or next work day following the making of the decision or within five **working business** days from the time the application is filled out and submitted, whichever occurs first.
2. In any case where the welfare official decides to terminate or reduce assistance **for reasons other than under the standards for eligibility or for reasons other than** noncompliance with the guidelines, the official shall send notice at least seven days in advance of the effective date of the decision to the recipient stating the intended action.
3. The notice required by paragraphs 1 and 2 above shall contain:
 - a. A clear statement of the reasons for the denial or proposed termination or reduction.

- b. A statement advising the recipient of his/her right to a fair hearing and that any request for a fair hearing must be made in writing within five **working business** days.
- c. A form on which the recipient may request a fair hearing.
- d. A statement advising the recipient of the time limits which must be met in order to receive a fair hearing.
- e. A statement that assistance may continue, if there was initial eligibility, until the date of hearing, if requested by the claimant. Aid must be repaid if the claimant fails to prevail at the hearing.

C. Suspension for Noncompliance with the Guidelines

NOTE: This procedure has been developed by **LGC NHMA** in an effort to set forth a clear process for suspension of assistance for willful noncompliance with guidelines, under RSA 165:1-b. There are differing opinions as to the intent and interpretation of the statute. There are differing opinions as to the specific procedures required by the statute. The procedures outlined in this section are not specifically mandated by RSA 165:1-b, but are **LGC's NHMA's** attempts to create a legally sound compromise. See also Appendix B.

1. **Due Process.** Recipients must comply with these guidelines and the reasonable requests of welfare officials. Welfare officials must enforce the guidelines while ensuring that all recipients and applicants receive due process. Recipients should be given reasonable notice of the conditions and requirements of eligibility and continuing eligibility and notice that noncompliance may result in termination or suspension.
2. **Conditions.** Any applicant/recipient otherwise eligible for assistance shall become ineligible under RSA 165:1-b if he/she willfully and without good cause fails to comply with the requirements of these guidelines relating to the obligation to:
 - a. Disclose and provide verification of income, resources or other material financial data, as set out in Sections VI(C) and VII of these guidelines, including any changes in this information;
 - b. Participate in the work program under Section VI(C), to the extent assigned by the welfare official;
 - c. Comply with the work search requirements imposed by the welfare official under Section VI(C); and
 - d. Apply for other public assistance, as required by the welfare official under Section VI(C).
3. **First Notice.** No recipient otherwise eligible shall be suspended for noncompliance with conditions unless he/she has been given a written notice of the actions required in order to remain eligible and a seven-day period within which to comply. The first notice should be given at the time of the notice of decision and thereafter as conditions change. Additional notice of actions required should also be given, as eligibility is re-determined, but without an additional seven day period unless new actions are required. RSA 165:1-b, II.

4. Noncompliance.

- a. If a recipient willfully and without good cause fails to come into compliance during the seven day period, or willfully falls into noncompliance within 30 days from receipt of a first notice, the welfare official shall give the recipient a suspension notice, as set forth in paragraph 5; see Appendix B.
- b. If a recipient falls into noncompliance for the first time more than 30 days after receipt of a first notice, the welfare official shall give the recipient a new first notice with a new seven day period to comply before giving the recipient the suspension notice. RSA 165:1-b, III.

5. Suspension Notice. Written notice to a recipient that he/she is suspended from assistance due to failure to comply with the conditions required in a first notice shall include:

- a. A list of the guidelines with which the recipient is not in compliance and a description of those actions necessary for compliance;
- b. The period of suspension (See paragraph 6 below);
- c. Notice of the right to a fair hearing on the issue of willful noncompliance and that such request must be made in writing within five days of receipt of the suspension notice;
- d. A statement that assistance may continue in accordance with the prior eligibility determination until the fair hearing decision is made if the recipient so requests on the request form for the fair hearing, however, if the recipient fails to prevail at the hearing: 1) the suspension will start after the decision, and 2) such aid must be repaid by the recipient; and
- e. A form on which the individual may request a fair hearing and the continuance of assistance pending the outcome.

6. Suspension Period. The suspension period for failure to comply with these guidelines shall last:

- a. Either seven days, or 14 days if the recipient has had a prior suspension which ended within the past six months, and
- b. Until the recipient complies with the guidelines if the recipient, upon the expiration of the seven or 14-day suspension period, continues to fail to carry out the specific actions set forth in the notice.
- c. Notwithstanding paragraph C(6)(b) above, a recipient who has been suspended for noncompliance for at least six months may file a new application for assistance without coming back into compliance.

7. Fair Hearing on Continuing Noncompliance. A recipient who has been suspended until he/she complies with the guidelines may request a fair hearing to resolve a dispute over whether or not he/she has satisfactorily complied with the required guidelines, however no assistance shall be available under paragraph C (5)(d) above.

8. Compliance after Suspension. A recipient who has been subject to a suspension and who has come back into compliance shall have his/her assistance resumed, provided he/she is still otherwise eligible.

The notice of decision stating that assistance has been resumed should again set forth the actions required to remain eligible for assistance, but need not provide a seven-day period for compliance unless new conditions have been imposed.

XIV. Fair Hearings

A. Requests

A request for a fair hearing is a written expression, by the applicant or recipient, or any person acting for him/her, to the effect that he/she wants an opportunity to present his/her case to a higher authority. When a request for assistance is denied or when an applicant desires to challenge a decision made by the welfare official relative to the receipt of assistance, the applicant must present a request for a fair hearing to the welfare official within five (5) **working business** days of receipt of the notice of decision at issue. RSA 165:1-b, III.

B. Time Limits for Hearings

Hearings requested by claimants must be held within seven (7) working days of the receipt of the request. The welfare official shall give notice to the claimant setting the time and location of the hearing. This notice must be given to the claimant at least forty-eight (48) hours in advance of the hearing, or mailed to the claimant at least seventy-two (72) hours in advance of the hearing.

C. The Fair Hearing Officer(s)

The fair hearing officer or officers may be appointed by the **Town Manager, Administrative Assistant, Human Resource Manager or the Chairman of the Board of Selectmen** municipality's policies or procedures. The person(s) serving as the fair hearing authority must:

1. Not have participated in the decision causing dissatisfaction;
2. Be impartial;
3. Be sufficiently skilled in interviewing to be able to obtain evidence and facts necessary for a fair determination; and
4. Be capable of evaluating all evidence fairly and realistically, to explain to the claimant the laws and regulations under which the welfare official operated, and to interpret to the welfare official any evidence of unsound, unclear or inequitable policies, practices or action.

D. Fair Hearing Procedures

1. All fair hearings shall be conducted in such a manner as to ensure due process of law. Fair hearings shall not be conducted according to strict rules of evidence. The burden of proof shall be on the claimant, who shall be required to establish his/her case by a preponderance of the evidence.
2. The welfare official responsible for the disputed decision shall attend the hearing and testify about his/her actions and the reasons therefore.

3. Both parties shall be given the opportunity to offer evidence and explain their positions as fully and completely as they wish. The claimant shall have the opportunity to present his/her own case or, at the claimant's option, with the aid of others, and to bring witnesses, to establish all pertinent facts, to advance any arguments without undue interference, to question or refute testimony or evidence, including the opportunity to confront and cross-examine adverse witnesses.
4. A claimant or his/her duly authorized representative has the right to examine, prior to a fair hearing, all records, papers and documents from the claimant's case file which either party may wish to introduce at the fair hearing, as well as any available documents not contained in the case file but relevant to the welfare official's action of which the claimant complains. The claimant may introduce any such documents, papers or records into evidence. No record, paper or document, which the claimant has requested to review but has not been allowed to examine prior to the hearing, shall be introduced at the hearing or become part of the record.
5. The welfare official (or a duly authorized representative) shall have the right to examine at the fair hearing all documents on which the claimant plans to rely at the fair hearing and may request a 24-hour continuance if such documents contain evidence not previously provided or disclosed by the claimant. Should the applicant have new documentation relevant to the disputed decision, he/she may reapply for assistance and file a written withdrawal of the fair hearing request.
6. The decision of the fair hearing officer(s) must be based solely on the record, in light of these guidelines. Evidence, both written and oral, which is admitted at the hearing, shall be the sole contents of the record. The fair hearing officer shall not review the case record or other materials prior to introduction at the hearing.
7. The parties may stipulate to any facts.
8. All fair hearings may be tape recorded and retained for six (6) months.

E. Decisions

1. Fair hearing decisions shall be rendered within seven (7) **working business** days of the hearing. Decisions shall be in writing setting forth the reasons for decision and the facts on which the fair hearing officer relied in reaching the decision. A copy of the decision shall be mailed or delivered to the claimant and to the welfare official.
2. Fair hearing decisions will be rendered on the basis of the officer's findings of fact, these guidelines and state and federal law. The fair hearing decision shall set forth appropriate relief.
3. The decision shall be dated. In the case of a hearing to review a denial of aid, the decision is retroactive to the date of the action being appealed. If a claimant fails to prevail at the hearing, the assistance given pending the hearing shall be a debt owed by the individual to the municipality.
4. The welfare official shall keep all fair hearing decisions on file in chronological order.
5. None of the procedures specified herein shall limit any right of the applicant or recipient to subsequent court action to review or challenge the adverse decision.

XV. Liens

A. Real Estate – RSA 165:28

The law requires the municipality to place a lien for welfare aid received on any real estate owned by an assisted person in all cases except for just cause. (This section does not authorize the placement of a lien on the real estate of legally liable relatives, as defined by RSA 165:19.) The selectmen Select Board, eCity eCouncil, or aAlderman shall file a Notice of Lien with the County Registry of Deeds, complete with the owner's name and a description of the property sufficient to identify it. Interest at the rate of 6% per year shall be charged on the amount of money constituting the lien commencing one year after the date the lien is filed, unless waived by the municipality.

The lien remains in effect until enforced or released or until the amount of the lien is repaid to the municipality. The lien shall not be enforced so long as the real estate is occupied as the sole residence of the assisted person, his/her surviving spouse, or his/her surviving children who are under age 18 or blind or permanently and totally disabled. At such time as the lien may become enforceable, the welfare officer shall attempt to contact the attorney handling the real estate or estate before enforcing the lien. Upon repayment of a lien, the municipality must file written notice of the discharge of the lien with the County Registry of Deeds. RSA 165:28.

B. Civil Judgments – RSA 165:28-a.

1. A municipality shall be entitled to a lien upon property passing under the terms of a will or by in testate succession, a property settlement, or a civil judgment for personal injuries (except Workers Compensation) awarded any person granted assistance by the municipality for the amount of assistance granted by the municipality.
2. The municipality shall be entitled to the lien only if the assistance was granted no more than 6 years before the receipt of the inheritance or the award of the property settlement or civil judgment. When the welfare officer becomes aware of such a claim against a civil judgment, he/she shall contact the attorney representing the recipient.
3. This lien shall take precedence over all other claims.

XVI. Recovery of Assistance

The welfare official shall seek to recover money expended to assist eligible applicants. There shall be no delay, refusal to assist, reduction or termination of assistance while the welfare official is pursuing the procedural or statutory avenues to secure reimbursement. Any legal action to recover must be filed in a court within six (6) years after the expenditure. RSA 165:25.

A. Recovery from Responsible Relatives

The amount of money spent by a municipality to assist a recipient who has a father, mother, stepfather, stepmother, husband, wife or child (who is no longer a minor) of sufficient ability to also support the recipient, may be recovered from the liable relative. Sufficient ability shall be deemed to exist when the relative's weekly income is more than sufficient to provide a reasonable subsistence compatible with decency and health. The

welfare official may determine that “in kind” assistance or the provision of products/services to the client is acceptable as a relative’s response to liability for support. Written notice of money spent in support of a recipient must be given to the liable relative. The welfare official shall make reasonable efforts to give such written notice prior to the giving of aid, but aid to which an applicant is entitled under these guidelines, shall not be delayed due to inability to contact possibly liable relatives. RSA 165:19.

B. Recovery from the Municipality of Residence

The welfare official shall may seek to recover from the municipality of residence the amount of money spent by the municipality to assist a recipient who has a residence in another municipality. Written notice of money spent in support of a recipient must be given to the welfare official of the municipality of residence. In any civil action for recovery brought under RSA 165:20, the court shall award costs to the prevailing party. RSA 165:19 and 20. (See RSA 165:20-a providing for arbitration of such disputes between communities.) RSA 165:20.

C. Recovery from Former Recipient’s Income

A former recipient who is returned to an income status after receiving assistance may be required to reimburse the municipality for the assistance provided, if such reimbursement can be made without financial hardship. RSA 165:20-b.

D. Recovery from State and Federal Sources

The amount of money spent by a municipality to support a recipient who has made initial application for SSI and has signed HHS FORM 151 “AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE” shall be recovered through the SSA and the New Hampshire Department of Health and Human Services. Prescription expenses paid by the municipality for applicants who have applied for Medicaid shall be recovered through the New Hampshire Department of Health and Human Services if and when the applicant is approved for medical coverage.

E. Delayed State Claims

For those recipients of general assistance deemed eligible for state assistance, New Hampshire Department of Health and Human Services shall reimburse a municipality the amount of general assistance as a result of delays in processing within the federally mandated time periods. Any claims for reimbursement shall be held until the end of the fiscal year and may be reimbursed on a pro-rated basis dependent upon the total claims filed per year. RSA 165:20-c. A Form 340 “REQUEST FOR STATE REIMBURSEMENT” may be obtained from the New Hampshire Department of Health and Human Services for this purpose.

XVII. Application of Rents Paid by the Municipality

Whenever the owner of property rented to a person receiving general assistance from the municipality is in arrears in sewer, water, electricity, or tax payments to the municipality, the municipality may apply the assistance which the property owner would have received in payment of rent on behalf of such assisted person to the property owner’s delinquent balances, regardless of whether such delinquent balances are in respect of property occupied by the assisted person. RSA 165:4-a.

A. Payment Arrears

A payment shall be considered in arrears if more than thirty (30) days have elapsed since the mailing of the bill, or in the case of real estate taxes, if interest has begun to accrue pursuant to RSA 76:13. RSA 165:4-a.

B. Order of Priority

Delinquent balances will be offset in order of the following priority:

- 1) _____, 2) _____, 3) _____ and 4) _____. (Each municipality should determine priority among taxes, water, sewer and electricity).

C. Procedure

1. The welfare official will issue a voucher on behalf of the tenant to the landlord for the allowed amount of rent. The voucher will indicate any amount to be applied to a delinquent balance owed by the landlord, specifying which delinquency and referring to the authority of RSA 165:4-a.
2. The welfare official will issue a duplicate voucher to the appropriate department (i.e.: tax collector, sewer department, water precinct, municipal electric facility), which shall forward the voucher to the treasurer or finance director for payment. Upon receipt of payment, the department will issue a receipt of payment to the delinquent landlord.

C. Non-Communicative Landlord

If a landlord refuses to provide the Town with information required to complete the application process and the client is determined otherwise eligible for assistance – the landlord if refusing to communicate or accept payment, the town welfare official shall have at their option the ability to write a letter to the court indicating that the individual was eligible for assistance under Town Welfare Guidelines RSA 165, however; the landlord is refusing to accept payment from the Town. This action is therefore denying the tenant, the client of the Town their ability to pay their shelter. These cases are rare but the welfare official must have this option at his/her discretion. The Town may withhold 20% of the rental amount for tax purposes if the landlord chooses not to provide their Tax id number and the welfare official deems that payment should be issued.

APPENDIX A

ALLOWABLE LEVELS OF ASSISTANCE PAYMENTS FOR THE
MUNICIPALITY OF
EXETER, NEW HAMPSHIRE

Established by vote of the Governing Body, date: _____

FOOD/NON-FOOD

The monthly food allotment will follow exactly the maximum allowable dollar figure used by the state of New Hampshire Division of Human Services- Food Stamp Guideline. This figure is updated annually utilizing the federal thrifty food plan, and when the state amount is updated or increased the town will automatically reflect this change. The Welfare official will include all full-time household members in making this determination to adequately provide for food and nutrition.

Clients will be given lists of local food pantries and other resources and therefore be expected to avail themselves of these local resources to support their basic needs.

| HOUSEHOLD SIZE | MONTHLY (Health and Hygiene items to support basic needs only) NON-FOOD |
|-------------------|--|
| 1 | \$25. |
| 2 | \$50 |

MONTHLY SHELTER ALLOWANCES

The Town will follow exactly New Hampshire Housing Authorities Fair Market Rents for Rockingham County. Rental Amounts are adjusted annually and published on their website. The Town will adhere to these standards in determining if a rental property is within a fair market rent and follow their identical calculations in terms of deductions for utilities if not included. **In keeping with this policy the Town will not over house applicants.** If a client(s) is a single person or married couple they would be eligible for the rental amount corresponding to a 1 bedroom rental, if a client is a single parent with 2 children of the same sex they would be eligible for a 2 bedroom. The Town will mirror the policies established by NH Housing in their Section 8 program in terms of rental amounts paid and size of rental units to be considered. If a client is over deemed to be over housed the welfare official will give them 30 days' notice to rectify the situation which may include finding a roommate to share costs and or relocating to an acceptable unit.

BURIAL ALLOWANCE: ~~\$750~~ \$2,000.

TELEPHONE ALLOWANCE: Since the statewide inception of 911 if an individual has a phone in their home they can plug it into a phone jacket and dial 911 for health and life emergencies. It is therefore not a basic need for the town to consider a phone and telephone payments will not be paid by the Town. The individual may be referred to the state for a free phone program.

APPENDIX B

Explanation for Disqualification for Noncompliance with Guidelines NH RSA 165:1-b

The following is written to help explain and standardize the process of “Disqualification for Noncompliance with Guidelines,” RSA 165:1-b. Please refer to **FORM L - NOTICE OF DECISION** which may be used by your local welfare office.

Once you determine that an applicant is eligible and you provide assistance, you can impose conditions on the person’s continued receipt of assistance. The conditions may require the recipient to comply with written guidelines relating to:

- 1) Disclosure of income and resources,
- 2) Participation in a work program,
- 3) Conducting an adequate work search, and/or
- 4) Applying for public assistance through other agencies as outlined in the Model Guidelines.

Willful failure to comply with the conditions imposed can lead to the suspension of a recipient’s assistance, but there is a process which must be followed. Prior to suspension, a recipient must be given written notice from the local welfare office of the specific actions which must be taken and the recipient must be given at least seven (7) days in which to comply prior to suspension. There can be no exception.

The **Notice of Decision** form may be used to grant an assistance application and *simultaneously* give notice of the conditions imposed on the recipient’s continued receipt of assistance. The **Notice of Decision** form may also be used to give notice of the conditions that must be complied with, if that notice was not given at the time assistance was granted or if the conditions to be complied with have changed.

If a recipient does not comply with the conditions in the time period allowed, he/she can be “sanctioned” and his/her assistance suspended. How long the suspension lasts depends on whether there have been other suspensions within the previous 6 months and whether there are actions the recipient can take to come into compliance. A written decision (the **Notice of Decision** form can be used) must be given notifying the recipient of the term of the suspension, the specific reason(s) for the suspension citing the guidelines, any action(s) which must be taken to come back into compliance, and notice of the right to request a fair hearing within 5 days of receipt of the notice.

If this is a first sanction, assistance may be suspended for seven (7) days. If it is possible for the recipient to take action(s) to come into compliance, then assistance can remain suspended after the seven (7) day period *and until* such time as the recipient takes the action(s) required to come into compliance (e.g. recipient only made 3 work search contacts instead of 10-the recipient must complete 7 more work search contacts; e.g. the recipient failed to apply for food stamps-if the recipient applies within the initial 7 day suspension, then the suspension ends after 7 days, otherwise, the suspension continues until the recipient applies). After the 7 day suspension period, the sanction must be lifted upon compliance with the condition.

If this is the second sanction (or more) for the recipient within a 6 month period, assistance may be suspended for 14 days. The reason for the sanction need not relate to previous sanctions to extend the suspension period to 14 days. If it is possible for the recipient to take action to come into compliance, then assistance can remain suspended after the 14 day period and until compliance, as described above.

If more than six months elapses between first and second sanctions, follow procedures for first sanction.

All notices of decision telling a recipient that he/she has been suspended must provide an opportunity for the recipient to request a fair hearing. If the recipient timely requests a hearing, the Welfare Officer must provide the recipient with the option of continuing to receive assistance consistent with any prior eligibility determination until the fair hearing decision is made. If there is a dispute over whether the recipient has taken the actions required to come back into compliance, the recipient must be provided the opportunity for a fair hearing on that issue, but there shall be no assistance provided pending the outcome of that hearing.

The Welfare Officer is not required to accept applications for assistance during a period of suspension.

APPENDIX C

**ADOPTED ETHICS RESOLUTION ON RESPONSIBILITY FOR
PERSONS WHO CHANGE THEIR RESIDENCE WHILE,
OR AS A RESULT OF, APPLYING FOR LOCAL WELFARE**

(New Hampshire Local Welfare Administrators Association)

I. “Dumping” is hereby declared to be an unethical practice. For purposes of this resolution, “dumping” consists of attempting to end, or avoid acquiring, a local welfare financial responsibility by encouraging, persuading or pressuring a client:

- A. not to establish, or to discontinue, a residence in the town which he/she has applied for assistance, or
- B. to establish a residence in another town.

II. In order to avoid “dumping” the following standards should be observed:

A welfare administrator should not encourage, direct, or knowingly allow a client who has applied for assistance in his/her town to apply for assistance in another town without making a good faith effort to contact the welfare administrator in that other town to explain why the person is coming to the other town. This applies whether or not the welfare administrator has accepted initial financial responsibility for the person (i.e. treat him/her as a resident) unless:

- A. he/she has an established place of abode (specific address, place to sleep) in another town which he/she intends to return to (even for just one night – i.e., hasn’t moved out of yet), or
- B. he/she has NO established place of abode ANYWHERE, (i.e., any prior specific address was in some other town and has been abandoned) AND has a specific intent to go somewhere else rather than staying in the town for any time.

(Even when an applicant falls into A. or B. above, some temporary, non-resident assistance may be necessary, depending on the circumstances, in order to send the person on his/her way.)

III. Where a town has accepted initial financial responsibility under paragraph II above, the welfare administrator should not grant any assistance which he/she knows will be used so as to help establish the recipient’s residence in another town, unless:

- A. a good faith effort is made to explore local resources, after which it is discovered that none within reason is available, or
- B. unless the client has indicated an intent to move to another town for some non-welfare-related reason.

In either case the welfare administrator who has accepted initial financial responsibility should contact the official of the other town and offer to pay up to one month’s assistance following the move if necessary.

Towns must avoid “special” treatment. If a town never pays security deposits, the town must not pay security deposits in special instances to establish a client’s residence elsewhere. The sending town should pay actual allowable shelter costs as determined by the receiving town’s guidelines.

IV. Residency

According to RSA 126-A:43-h, persons receiving emergency housing (shelter) shall continue to maintain their legal residence as it existed at the time of entering the emergency housing facility. When a person leaves the originating shelter of their own free will, the liability no longer remains the responsibility of the original town. A person does not gain or lose residency while in a shelter, hospital or treatment center.

Persons who are sanctioned by local welfare, and arrive in another community, are not the liability of the community where the sanction originated. However, arrangements may be made between the two communities to have the sanction resolved, including resolving sanctions from another municipality if determined reasonable by the Welfare Official of the receiving municipality.

APPENDIX D

New Hampshire Welfare Benefit Programs

| Government Benefit Program | Person who sets Persons Eligible Standards | Source of Funds | Which Type of Government Which Administers Program / Administrator of Program | Government Which Sets Standards |
|--|--|---------------------------|--|--|
| Town Municipal Welfare | RSA 165:1 Town Guidelines/to maintain and support the pPoor and in need | Local Property Tax Dollar | Town/City Welfare | Town/City |
| State | | | | |
| APTD State Aid to the Permanently and tTotally dDisabled RSA 167:6, VI | RSA 167:6VI Low income Adults 18-64 who are pPermanently and tTotally dDisabled | County and State | State | State |
| OAA State Old Age Assistance RSA 167:6, I | RSA 167:6I Low income adults over-65 and over | County and State | State | State |
| ANB State Aid to the Needy and Blind RSA 167:6, IV | RSA 167:6 IV Low Income Blind Adults | State | State | State |
| TANF Temporary Assistance to Needy Families 42 USC 601 RSA 167:6, V | 42 USC 601 Low iIncome fFamilies with dDependent eChildren | State and Federal | State | State & Federal |
| Federal | | | | |
| SNAP* Food Stamps 7 USC 2011 | 7 USC 2011 Lower iIncome households | Federal Households | Federal access through State DHHS Office | Federal |
| SSI Supplemental Security Income 42 USC 1381 | 42 USC 183 Low iIncome individuals | Federal | Federal access through Social Security Office | Federal |

* Supplemental Nutrition Assistance Program (aka Food Stamps)

Town of Exeter, NH Notice of Rights

You have the following rights:

1. You have a right to make a written application for assistance, even if the welfare officer tells you that you are not eligible.
2. You have a right to receive a prompt written decision telling you whether or not you will receive assistance each time you apply for assistance.
3. You have a right to have in writing the reason why you have been denied assistance or have been given only some of the assistance you requested.
4. You have a right to appeal any decision you do not agree with. You must appeal within five (5) working days after you received your decision.
5. You have a right to have a hearing to present your case.
6. You have a right have your assistance continued if you are already receiving assistance when you request a fair hearing.
7. You have a right to review the information in your file before your hearing.
8. You have a right to see the guidelines used by the welfare officer in making decisions on your application.
9. You have a right to be given a written notice of conditions before you are suspended from receiving assistance for failing to obey the guidelines.
10. You have a right to refuse to participate in municipal workfare program ~~or to conduct a job search~~ if you must care for a child under the age of five (5), or to conduct a job search if you must care for a child under the age of one year (1), if you are disabled or ill, or if you must take care of a member of your family who is disabled or ill.

FORM C

**NOTICE OF RIGHTS OF ANYONE RECEIVING ASSISTANCE
FROM THE MUNICIPALITY OF EXETER, NH**

You have the following rights:

1. You have a right to make a written application for assistance, even if the welfare officer tells you that you are not eligible.
2. You have a right to receive a prompt written decision telling you whether or not you will receive assistance each time you apply for assistance.
3. You have a right to have in writing the reason why you have been denied assistance or have been given only some of the assistance you requested.
4. You have a right to appeal any decision you do not agree with. You must appeal within five (5) working days after you received your decision.
5. You have a right to have a hearing to present your case.
6. You have a right have your assistance continued if you are already receiving assistance when you request a fair hearing.
7. You have a right to review the information in your file before your hearing.
8. You have a right to see the guidelines used by the welfare officer in making decisions on your application.
9. You have a right to be given a written notice of conditions before you are suspended from receiving assistance for failing to obey the guidelines.
10. You have a right to refuse to participate in municipal workfare program or to conduct a job search if you must care for a child under the age of five (5), if you are disabled or ill, or if you must take care of a member of your family who is disabled or ill.

sugg. update
1/22

Town of Exeter, NH

Intake Form

(to be completed at the time of each request for assistance)

Name: _____ Date: _____

Address: _____

How long at this address: _____ Telephone: _____ Email: _____

What type of assistance are you requesting at this time? _____

Names and ages of all household members: _____

List all changes of sources and amounts of household's earned and unearned income. This includes cash, savings and checking/bank/debit accounts: _____

Indicate any updates or changes in your assistance or applications for SNAP (food stamps), cash assistance, social security, fuel/utility assistance, unemployment, etc.: _____

Indicate any changes in your personal situation since your last request: _____

I understand that if I knowingly give false information or withhold information related to my receipt of assistance, now or in the future, I may be prosecuted for a crime.

Applicant Signature

Date

Co-Applicant Signature

Date

Signature of Person Completing Form (if not applicant)

Date

Town of Exeter, NH

INTAKE FORM

(to be completed at the time of each request for assistance)

DATE: _____

NAME: _____
 Last First Middle Maiden

ADDRESS: _____
 Street / # / Apartment Town

HOW LONG AT THIS ADDRESS? _____ TELEPHONE: _____

WHAT TYPE OF ASSISTANCE ARE YOU REQUESTING AT THIS TIME? _____

NAMES AND AGES OF ALL HOUSEHOLD MEMBERS: _____

LIST ALL SOURCES AND AMOUNTS OF HOUSEHOLD'S EARNED AND UNEARNED INCOME.
THIS INCLUDES CASH, SAVINGS AND CHECKING ACCOUNTS:

INDICATE ANY CHANGES IN YOUR PERSONAL SITUATION SINCE YOUR LAST VISIT.

I understand that if I knowingly give false information or withhold information related to my receipt of assistance, now or in the future, I may be prosecuted for a crime.

SIGNATURE



Town of Exeter, NH
Human Services Office
10 Front Street
Exeter, NH 03833
603-773-6116

Sugg. update
1/22

The following documentation/verifications are required for you to bring to any appointment scheduled for you with the Welfare Administrator. Failure to provide this verification/documentation may cause any assistance to be delayed or denied. Please, call the phone number listed above if you have any questions.

- Completed Application Form; read, sign & date "Responsibilities of the Applicant/Client" in this packet.
- One identification for each household member (Driver's License, Birth Certificate, Social Security Cards, etc.)
- Last four weeks' pay-stubs or other proof of net wages on ALL employed household members. If you do not have 4 weeks of pay stubs, provide a statement from the employer(s) that includes the date of hire, start date, hourly rate, hours per week, pay schedule, contact name & phone number.
- Verification of any unearned income; includes, but is not limited to: Aid to the Permanently and Totally Disabled, Old Age Assistance, Childcare, Temporary Aid to Needy Families, Emergency Assistance, Social Security benefits for all household members, Child Support, and any loans or assistance from family or friends.
- If you are unemployed, verification that you have applied or are receiving Unemployment Compensation.
- Documentation of divorce, custody/child support and/or restraining orders.
- If you are applying for rental assistance, the Rental Verification Form MUST be filled out by the LANDLORD **prior** to your appointment.
- Notice to Quit / Demand for Rent
- Last 4 weeks of receipts and proof of bills paid. Written statement or a combination of receipts & statement accepted.
- Bills currently due, any disconnect notices, eviction papers.
- Verification of injury or illness – Doctor's note, if appropriate to your situation.
- Current 30-day activity report for all ~~checking and savings~~ **debit card/bank** accounts in the household; as well as **debit card/bank** verification of account balances within 48 hours of the appointment
- Lease Agreement
- Other _____

APPLICATION FOR ASSISTANCE

Date of Application _____ Referred by _____

1. General Information:

Name _____ Date of Birth _____

Address _____ Email _____

Telephone _____ Social Security number _____ US Citizen? _____

Marital Status _____ Rent or Own? _____ How long at this address? _____

Spouse/Co-Applicant Name _____ SS# _____

Spouse address (if not same as applicant) _____

Assistance Requested _____

Reason for request _____

Have you applied for local assistance before? _____ When? _____

Where? _____ Under what name? _____

List below all persons living in your household:

| Full Name | Relationship | Date of Birth | Social Security # |
|-----------|--------------|---------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If at your current address less than 12 months, please list past 12 month's addresses:

| Street | Town/City | State | Dates of Residence |
|--------|-----------|-------|--------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

5. Household Income

Indicate any benefits or income received or applied for by you or any household member:

| | Name | Date Applied | Date Last Received | Monthly Amount |
|---------------------------------|-------|--------------|--------------------|----------------|
| ANB (Aid to the Needy Blind) | _____ | _____ | _____ | _____ |
| APTD | _____ | _____ | _____ | _____ |
| Child Care Assistance | _____ | _____ | _____ | _____ |
| Child Support | _____ | _____ | _____ | _____ |
| Disability (Employer) | _____ | _____ | _____ | _____ |
| SNAP (Food Stamps) | _____ | _____ | _____ | _____ |
| Fuel Assistance | _____ | _____ | _____ | _____ |
| Gifts/Loans | _____ | _____ | _____ | _____ |
| Maternity Benefits | _____ | _____ | _____ | _____ |
| Medicaid | _____ | _____ | _____ | _____ |
| OAA (Old Age Assistance) | _____ | _____ | _____ | _____ |
| Retirement | _____ | _____ | _____ | _____ |
| Severance Pay | _____ | _____ | _____ | _____ |
| Social Security | _____ | _____ | _____ | _____ |
| SSDI (SS Disability) | _____ | _____ | _____ | _____ |
| SSI (Supplemental Security) | _____ | _____ | _____ | _____ |
| TANF | _____ | _____ | _____ | _____ |
| Unemployment | _____ | _____ | _____ | _____ |
| Vacation Pay | _____ | _____ | _____ | _____ |
| Veteran's Pension | _____ | _____ | _____ | _____ |
| Vocational Rehabilitation | _____ | _____ | _____ | _____ |
| WIC(Women/Infants/Children) | _____ | _____ | _____ | _____ |
| Workers' Compensation | _____ | _____ | _____ | _____ |
| Other: [] | _____ | _____ | _____ | _____ |

Are you or any other household member working, volunteering, and/or receiving assistance from any other agencies?

| <u>Name</u> | <u>Agency Name</u> | <u>Contact Person</u> |
|-------------|--------------------|-----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

6. Household Expenses

List actual or estimated regular monthly expenses. (Not all expenses will be allowable to be included in your eligibility determination, but all should be listed to show your financial situation.)

| | | |
|--------------------------|------------------------|---------------------|
| Bank Fees _____ | Diapers _____ | Mortgage _____ |
| Bus/Cab _____ | Electric _____ | Prescriptions _____ |
| Cable/Internet _____ | Food _____ | Rent _____ |
| Child Support Paid _____ | Fuel Oil _____ | Rent-To-Own _____ |
| Car Gasoline _____ | Gas, Bottled _____ | School Loan _____ |
| Car Insurance _____ | Gas, Natural _____ | Storage _____ |
| Car Payment _____ | Health Insurance _____ | Telephone _____ |
| Condo Fee _____ | Laundry _____ | Other _____ |
| Child Care _____ | Loan _____ | Other _____ |
| Credit Card _____ | Lot Rent _____ | Other _____ |

List unplanned, emergency or irregular periodic expenses during the past 30 days:

| | | |
|------------------------|----------------------------|-----------------------------|
| Car Inspection _____ | Drivers License _____ | Medical _____ |
| Car registration _____ | Fines/Court Payments _____ | Sewer/Water _____ |
| Car repair _____ | Home Repairs _____ | Tax (Income/Property) _____ |
| Dental _____ | Home/Rent Insurance _____ | Other _____ |

7. Criminal Information

Have you or any member of your household ever been convicted of a felony which has not been annulled? (yes/no) _____ If yes, who? _____ When? _____

Town/City & State of conviction _____ Details of conviction: _____

Are you or any member of your household presently on parole or probation? (yes/no) _____

If yes, who? _____ Court or jurisdiction? _____

Name & phone number of parole/probation officer _____

8. Liability for Support Information

Please provide following details:

Your father _____ Address _____

Your mother _____ Address _____

Co-applicant father _____ Address _____

Co-applicant mother _____ Address _____

Your or co-applicant's adult children _____

APPLICATION FOR ASSISTANCE

Date of Application _____ Referred by _____

1. General Information:

Name _____ Date of Birth _____

Address _____ Email _____

Telephone _____ Social Security number _____ US Citizen? _____

Marital Status _____ Rent or Own? _____ How long at this address? _____

Spouse/Co-Applicant Name _____ SS# _____

Spouse address (if not same as applicant) _____

Assistance Requested _____

Reason for request _____

Have you applied for local assistance before? _____ When? _____

Where? _____ Under what name? _____

List below all persons living in your household:

| Full Name | Relationship | Date of Birth | Social Security # |
|-----------|--------------|---------------|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If at your current address less than 12 months, please list past 12 month's addresses:

| Street | Town/City | State | Dates of Residence |
|--------|-----------|-------|--------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

6. Household Expenses

List actual or estimated regular monthly expenses. (Not all expenses will be allowable to be included in your eligibility determination, but all should be listed to show your financial situation.)

| | | |
|--------------------------|------------------------|---------------------|
| Bank Fees _____ | Diapers _____ | Mortgage _____ |
| Bus/Cab _____ | Electric _____ | Prescriptions _____ |
| Cable/Internet _____ | Food _____ | Rent _____ |
| Child Support Paid _____ | Fuel Oil _____ | Rent-To-Own _____ |
| Car Gasoline _____ | Gas, Bottled _____ | School Loan _____ |
| Car Insurance _____ | Gas, Natural _____ | Storage _____ |
| Car Payment _____ | Health Insurance _____ | Telephone _____ |
| Condo Fee _____ | Laundry _____ | Other _____ |
| Child Care _____ | Loan _____ | Other _____ |
| Credit Card _____ | Lot Rent _____ | Other _____ |

List unplanned, emergency or irregular periodic expenses during the past 30 days:

| | | |
|------------------------|----------------------------|-----------------------------|
| Car Inspection _____ | Drivers License _____ | Medical _____ |
| Car registration _____ | Fines/Court Payments _____ | Sewer/Water _____ |
| Car repair _____ | Home Repairs _____ | Tax (Income/Property) _____ |
| Dental _____ | Home/Rent Insurance _____ | Other _____ |

7. Criminal Information

Have you or any member of your household ever been convicted of a felony which has not been annulled? (yes/no) _____ If yes, who? _____ When? _____

Town/City & State of conviction _____ Details of conviction: _____

Are you or any member of your household presently on parole or probation? (yes/no) _____

If yes, who? _____ Court or jurisdiction? _____

Name & phone number of parole/probation officer _____

8. Liability for Support Information

Please provide following details:

Your father _____ Address _____

Your mother _____ Address _____

Co-applicant father _____ Address _____

Co-applicant mother _____ Address _____

Your or co-applicant's adult children _____

sugg. update
1/22

Town of Exeter, NH

Employment Verification Form

I, _____, authorize the release of information regarding my employment to the Town of Exeter, New Hampshire.

Signature of Employee: _____ Date: _____

Print Full Name of Employee: _____

This form must be completed by the employer/former employer in order to be valid documentation for the purpose of administration of municipal assistance.

Employer: _____ Phone: _____

Address: _____

Employee Name: _____

Date of Hire: _____ Date Starting/Started Work: _____ Hourly Pay Rate: _____

Full/Part-time: _____ Hours per week: _____ Paid: Weekly Bi-weekly Other _____

| Pay Period Ending | Actual Date of Payment | Gross Pay | Net Pay | Check/Direct Deposit |
|-------------------|------------------------|-----------|---------|----------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

If _____ is no longer employed by your company:

Date of termination/separation _____ Date/net amount of last paycheck _____

Reason for termination/separation _____

Authorized Signature and Title

Date

Print Name

Phone/Email

Town of Exeter

EMPLOYMENT VERIFICATION FORM

To Employer _____ Date _____

Address _____

Phone _____

For the purpose of administration of municipal assistance, the following information is required for:

[Name of employee]

Date of Hire _____ Date starting/started work _____ Hourly Pay Rate _____

Full/part time _____ Hours per week _____ Paid weekly biweekly other _____

Date of first/most recent paycheck _____ Net amount _____

=====

If _____ is no longer employed by your company:

Date of termination/separation _____ Date/net amount of last paycheck _____

Reason for termination/separation _____

Signature and Title of immediate supervisor or person completing form

Date

I, _____, authorize the release of information regarding my employment to the Human Services official of the town of Exeter.

Signature: _____

sugg update
1/22

**Town of Exeter
Rental/Mortgage Verification Form**

THIS FORM MUST BE COMPLETED BY THE LANDLORD/MORTGAGE COMPANY

Tenant's Name: _____ Date: _____

Address: _____
(Number/Street) (Apt. #) (City) (State)

Number of adults in household: _____ Number of children in household: _____

List of people in household:

Rent/Mortgage amount: \$ _____; paid __ monthly __ weekly __ other

If subsidized rent, please list tenant portion: \$ _____

Date last rent/mortgage was paid: _____ Amount Paid: \$ _____ Back rent owed:

(If back rent/mortgage is owed, please attach accounting of months and amounts)

Occupancy date: _____ Security Deposit: Amount: \$ _____ Date paid: _____

Rent Includes: __ All utilities __ No Utilities __ Hot Water __ Heat __ Electric

Type of Heat: __ Electric __ Oil __ Gas __ Other _____

For IRS reporting, landlord's Tax ID or Social Security # must be provided:

Tax ID #: _____ OR Social Security #: _____

Failure to provide the correct Tax ID or Social Security # may subject payments to backup withholding.

CHECKS MADE PAYABLE TO: (PLEASE PRINT CLEARLY)

Landlord/ Mortgage's Name Telephone / Fax Numbers

Landlord/Mortgage Address

Name of Manager or Other Representative

Landlord/Mortgage Signature Date

Town of Exeter

VERIFICATION FORM
RENTAL/MORTGAGE

THIS FORM MUST BE COMPLETED BY THE LANDLORD/MORTGAGE COMPANY

Tenant's Name: _____ Date: _____

Address: _____
(Number/Street) (Apt. #) (City) (State)

Number of adults in apartment: _____ Number of children in apartment: _____

List of people in apartment:

Rent/Mortgage amount: \$ _____; paid [] monthly [] weekly [] other _____

If subsidized rent, please list tenant portion: \$ _____

Date last rent/mortgage was paid: _____ Amount Paid: \$ _____ Back rent owed: _____

(If back rent/mortgage is owed, please attach accounting of months and amounts)

Occupancy date: _____ Security Deposit: Amount: \$ _____ Date paid: _____

Rent Includes: [] All utilities [] No Utilities [] Hot Water [] Heat [] Electric

Type of Heat: [] Electric [] Oil [] Gas [] Other _____

For IRS reporting, landlord's Tax ID or Social Security # must be provided:

Tax ID #: _____ OR Social Security #: _____

Failure to provide the correct Tax ID or Social Security # may subject payments to backup withholding.

CHECKS MADE PAYABLE TO: (PLEASE PRINT CLEARLY)

Landlord/ Mortgage's Name

Telephone / Fax Numbers

Landlord/Mortgage Address

Name of Manager or other Representative

Landlord/Mortgage Signature

Date

sugg. update
1/22
(consolidated
2 to 1)

Town of Exeter, NH
Certification and Authorization Form

I understand that if I receive assistance from the municipality I may be required to participate in the welfare work ("workfare") program. RSA 165:31.

I understand that I may be required to repay any assistance provided, after deduction of the value of workfare hours I have completed, if I am returned to an income status which enables me to reimburse without financial hardship. RSA 165:20-b.

I understand that if I am assisted, the municipality may place a lien against any real property which I own. RSA 165:28.

I hereby certify that if I have a lawsuit, workers' compensation claim, or aid from any other social service agency now pending, I have listed these in this application. I further agree to notify the Welfare Official immediately upon receipt of any money from or upon the settlement of such claim. I understand that if I am assisted, the municipality may place a lien against any property settlement or civil judgment for personal injuries which I receive within six years of receiving municipal assistance. RSA 165:28-a.

I understand that if I obtain a job after I am assisted by the municipality, and I later quit the job without good cause, I may be ineligible for local assistance from the municipality and any other New Hampshire municipality for a period of up to ninety days. RSA 165:1-d.

I understand that if I am a recipient of Temporary Assistance for Needy Families (TANF) cash benefits and I fail to comply with TANF regulations, leading to a sanction and loss of income, the municipality may, under certain circumstances, disregard this decrease in my income. RSA 165:1-e.

I understand that my parents/step-parents, spouse, or grown children may be called upon to assist me when in need or relief if they can do so without financial hardship to them. RSA 165:19.

I hereby certify that the information I have provided on this application is complete to the best of my knowledge and belief and provides a true summary of my income, assets and needs. I understand I may be required to provide documents and/or other forms of verification to prove the information requested on this application. I hereby certify that all information I will provide in response to questions asked by the welfare official is true and complete to the best of my knowledge and belief. I understand that if I knowingly give false information or withhold information related to my receipt of assistance, now or in the future, I may be prosecuted for the crime of Unsworn Falsification, RSA 641:3 and/or Theft by Deception RSA 637.

Authorization to Release or Exchange Information*

I/We authorize any relative, physician, attorney, banker, employer, insurance company, landlord/shelter staff or any other person(s) or organization(s) having information concerning my circumstances to furnish such information to the Town of Exeter Welfare Administrator. The Social Security Administration, the Division of Health & Human Services and the Department of Employment Security may release information in their files to this office. I/We authorize the Exeter Welfare Department to release information as requested to the Division of Health & Human Services, Social Security Administration, Department of Employment Security, school personnel, attorney, physician, landlord, other city/town welfare offices, or any agencies providing supportive services regarding medical, house/shelter, or financial assistance.

Applicant Signature

Date

Spouse or Co-applicant Signature

Date

Signature of person completing form (if not applicant)

Date

**The above authorization to release or receive information is in effect for as long as the applicant is currently seeking assistance from the Exeter Welfare Administrator or up to six (6) months after assistance has ended.*

9. Certifications and Signatures

I understand that if I receive assistance from the municipality I may be required to participate in the welfare work ("workfare") program. RSA 165:31.

I understand that I may be required to repay any assistance provided, after deduction of the value of workfare hours I have completed, if I am returned to an income status which enables me to reimburse without financial hardship. RSA 165:20-b.

I understand that if I am assisted the municipality may place a lien against any real property which I own. RSA 165:28.

I hereby certify that if I have a lawsuit, workers' compensation claim, or aid from any other social service agency now pending, I have listed these in this application. I further agree to notify the Welfare Official immediately upon receipt of any money from or upon the settlement of such claim. I understand that if I am assisted, the municipality may place a lien against any property settlement or civil judgment for personal injuries which I receive within six years of receiving municipal assistance. RSA 165:28-a.

I hereby certify that the information I have provided on this application is complete to the best of my knowledge and belief and provides a true summary of my income, assets and needs. I understand I may be required to provide documents and/or other forms of verification to prove the information requested on this application. I hereby certify that all information I will provide in response to questions asked by the welfare official is true and complete to the best of my knowledge and belief. I understand that if I knowingly give false information or withhold information related to my receipt of assistance, now or in the future, I may be prosecuted for the crime of Unsworn Falsification, RSA 641:3 and/or Theft By Deception. RSA 637:4, :11.

I understand that any relative in the line of father, mother, step-father, step-mother, son, daughter, husband, or wife may be called upon to provide my needed assistance if they can do so without financial hardship to them. RSA 165:19.

I understand that if I obtain a job after I am assisted by the municipality, and I later quit the job without good cause, I may be ineligible for local assistance from the municipality and any other New Hampshire municipality for a period of up to ninety days. RSA 165:1-d.

I understand that if I am a recipient of Temporary Assistance for Needy Families (TANF) cash benefits and I fail to comply with TANF regulations, leading to a sanction and loss of income, the municipality may, under certain circumstances, disregard this decrease in my income. RSA 165:1-e.

Applicant Signature

Date

Spouse or Co-applicant Signature

Date

Signature of person completing form
(if not applicant)

Date

Town of Exeter, NH

**APPLICANT'S AUTHORIZATION TO
FURNISH INFORMATION**

I/We, _____, authorize any relative, physician, lawyer, banker, employer, insurance company, mental health professional, school official or other person or organization having information concerning my/our circumstances to furnish such information to the Municipal Welfare Department. I/We also authorize the Internal Revenue Service, Social Security Administration, any State or County Division of Health and Human Services, Division of Children Youth and Families, Division of Adult and Elderly, New Hampshire Legal Assistance, any City/Town Welfare Department, shelter, Department of Employment Security, Veteran's Administration and Fuel Assistance, or any non-profit agency to release information from their files to the Municipal Welfare Department.

Applicant Signature

Date

Spouse or Co-applicant Signature

Date

Signature of person completing form (if not applicant); Relationship to applicant

Date

sugg. update
1/25/22

Town of Exeter, NH
Notice of Decision

Name _____

Date: _____

Your application for general assistance is GRANTED. You will receive:

You must COMPLY with the following conditions in order to be eligible to continue to receive assistance. You must comply within 7 days of receipt of this notice, unless another time period is indicated. Willful failure to comply with these conditions may result in a suspension of assistance.

Your application for general assistance is DENIED for the following reason(s).

Do Not Meet Standard of Need: _____

Other: _____

Your assistance is SUSPENDED from _____ to _____ for the following reason(s):

Failure to complete required work search: _____

Failure to complete assigned workfare hours: _____

Failure to apply for other forms of assistance, specifically _____

Misrepresentation of material facts, specifically _____

Other, specifically: _____

You are also suspended until you comply with the conditions imposed by taking the following actions:

Your next appointment is _____.

I understand the action described above. I further understand that if my assistance has been denied or suspended, I have the right to request a fair hearing within five (5) working days of receipt of this notice, and that if I am currently receiving assistance, my assistance may be continued, at my request, until the hearing.

Welfare Applicant

Date

Welfare Official

Date

FORM L

NOTICE OF DECISION

Name _____

Date _____

Your application for general assistance is **GRANTED**. You will receive:

You must **COMPLY** with the following conditions in order to be eligible to continue to receive assistance. You must comply within 7 days of receipt of this notice, unless another time period is indicated. Willful failure to comply with these conditions may result in a suspension of assistance.

Your application for general assistance is **DENIED** for the following reason(s).

Do Not Meet Standard of Need

Other, specifically: _____

Your assistance is **SUSPENDED** from _____ to _____ for the following reason(s):

Failure to complete required work search

Failure to complete assigned workfare hours

Failure to apply for other forms of assistance, specifically _____

Misrepresentation of material facts, specifically _____

Other, specifically: _____

You are also suspended until you comply with the conditions imposed by taking the following actions:

=====
 Your next appointment is _____.

I understand the action described above. I further understand that if my assistance has been denied or suspended I have the right to request a fair hearing within five (5) working days of receipt of this notice, and that if I am currently receiving assistance, my assistance may be continued, at my request, until the hearing.

Welfare Applicant Date

Welfare Official Date

Communications Update – Selectwoman Cowan

2022 Assessing Contract

120 Daniel Webster Highway
Meredith, NH 03253
www.mrigov.com



Telephone: (603) 279-0352
Toll Free: (866) 501-0352
all@mrigov.com

PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated **January 1, 2022** is to retain professional consulting services for the **Town of Exeter, NH (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its authorized representative, the Town Manager, and MRI, by its authorized representative, Alan S. Gould, President.

II. SCOPE OF WORK

Generally, MRI will provide assessing services to the Town of Exeter in support of the Exeter Assessing Offices. All services shall be performed in a professional manner, in accordance with applicable Statutes and DRA and ASB rules.

PART 1 – BUILDING PERMIT AND SALES REVIEW

For each year of the agreement MRI will:

- a) Pick-ups: Perform the careful measuring, listing, and valuation of new or newly modified properties as a result of the issuance of permits (building, trade, demolition, driveway, etc.) or any other applicable source.
- b) Perform routine assessment updates resulting from changes, whether for new construction, additions or renovations or a diminution of value due to damage or loss or other unforeseen circumstances.
- c) Perform field inspections on all properties that have transferred during each year of the Contract that have been verified by the Town Assessor as required by the NH Department of Revenue Administration. (Except simple change of name transfers including, but not limited to, transfer/formation of a "Trust" where no purchase/funds are involved).
- d) Photograph all reviewed properties.
- e) Data enter updates into the Town's CAMA system.

PART 2 - CYCLICAL REVALUATION SERVICES

MRI will continue its cyclical revaluation program and perform the statistical update as required by DRA in 2024. During the term of the agreement MRI will:

- a) Perform a cyclical review of all taxable and tax exempt properties, including review of current use properties.
- b) Beginning in the first year of the contract, continue a program of measuring and listing, photographing, and data entering changes for approximately one-quarter (1/4) of the properties in the Town of Exeter, so that all properties will have been inspected and field verified at least once within a four year cycle.
- c) In 2024, conduct an update of all values except for utility properties as of April 1, 2024 to be completed by September 15, 2024.
- d) Perform complete exterior and interior inspection (full measure and list) of all properties sold between April 1, 2022 and April 1, 2024 within the Town that have not already been completed. The existing property cards may be used for reference; however, all data on the cards, other than lot measurements, will be verified by measurement and inspection.
- e) Perform sales analysis of all sales, determining appropriate classification using data from April 1, 2022 through April 1, 2024. The sales analysis and final values will be determined as of April 1, 2024.
- f) Input all property record card changes and sales analysis data into Town's appraisal software (Vision) and generate new values for the entire town, except for utility properties.
- g) Prepare report of preliminary values to be available for taxpayer's reference in the year of the statistical update/revaluation and perform informal reviews/hearings. MRI shall be responsible for notification of taxpayers of preliminary and final values.
- h) Write the USPAP Compliant Final Appraisal Report for 2024.

In 2024, the work associated with the town-wide cyclical revaluation must be broken out into a separate (sub) contract per DRA rules; however, the total cost of the separate (sub) contract will be covered in the fees and charges below.

PART 3 – 2022 PARTIAL UPDATE

In 2022, complete a partial statistical update of approximately 2,000 properties which have fallen significantly outside of DRA recommended guidelines for assessments.

1. Conduct additional analyses of two years of sales of the manufactured homes without land and residential condominium properties, to be performed by a DRA Certified Property Assessor Supervisor.
2. Verify the sales and conduct a field review of those properties.
3. Recommend adjustments that will change assessments such that, on average, the 2022 assessments are more in-line with the expected 2022 overall median assessment ratio for the Town.
4. No property inspections are expected to be made, but a final review of the properties will be made by a DRA Certified Property Assessor Supervisor.
5. If the Town accepts the assessment, MRI will notify property owner and conduct informal hearings for those affected taxpayers that request one. All property owners addressed during the informal reviews will receive a notification indicating whether or not a change in assessment resulted and the amount thereof.
6. Prepare an addendum to the 2019 USPAP manual documenting the process and results of the analysis including any changes made in 2022.

In 2024, the work associated with partial statistical update must be broken out into a separate (sub) contract per DRA rules; however, the total cost of the separate (sub) contract will be covered in the fees and charges below.

PART 4 – AS NEEDED ASSESSING SERVICES

MRI will provide the services of experienced assessing staff as needed and as requested by the Town, either on established number of hours, or on an as needed basis, billed hourly. If billed hourly, It is agreed and acknowledged that the actual hours will be controlled by the Client, based upon the Client's determination of needs and requirements. MRI will endeavor to accommodate the Client's needs and schedule; however, given the uncertainty of work volume and demands, both parties agree to work cooperatively to accommodate the limitation and needs of the other.

General Operations

With regard to field inspections, MRI will make an initial visit to each property; if someone is present at the time of the visit, an interior inspection will be attempted. However, in all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed on the initial visit, a list will be provided to enable the Town staff to send a letter to request an appointment. If no interior inspection is accommodated by the property owner, or is not possible, MRI will estimate the interior on the basis of the best information available and annotate the property card accordingly. The data collection manual in place at the time of the inspection will be used.

It is expected that Town staff will input ownership transfers, exemptions, and other data into, and maintain the property tax billing system and input ownership transfers. It is also expected that any

questions or issues that arise, whether originating from a Town official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously.

With regards to COVID-19, MRI will follow company policy which may be the stricter of local, state and federal guidelines in place at the time work is to be performed. This may include data collection and verification with the property owner 'at the door' rather than interior inspection.

While MRI endeavors to maintain a consistent schedule of work in the Town of Exeter, the timeline for fieldwork and data entry will vary considerably from month to month depending on seasonal demands and MRI staff schedules. MRI will remain in communication with the Assessing office to provide appropriate notice to the Town and taxpayers regarding data collection activities.

In the event that the local real estate assessing roles and responsibilities of municipalities are substantially changed by legislation, judicial action or the Assessing Standards Board, MRI and the Town agree to renegotiate in good faith the applicable terms and conditions of this agreement.

For specific tasks not included in the Scope, a separate agreement will be negotiated.

III. FEES AND CHARGES

Annual fees, broken into 12 monthly installments, will be paid by the 15th of each month in advance. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 30 days of invoice.

Scope of Work Items #1, #2 and #3

- A. For CY 2022 the sum of **\$84,100.00**
- B. For CY 2023 the sum of **\$86,200.00**
- C. For CY 2024 the sum of **\$88,350.00**
- D. For CY 2025 the sum of **\$90,500.00**
- E. For CY 2026 the sum of **\$92,800.00**

These costs include the partial update in 2022 and the cyclical revaluation in 2024.

Scope of Work #3

For the lump sum of \$10,000 per year MRI will provide up to 130 hours of qualified staff time (Assessor Supervisor, Assessor or Assistant Assessor) to support the Town Assessor as needed. Both parties agree to review the effort needed and discuss possible adjustments to the annual fee if needed.

SPECIAL CONDITIONS

1. The use of MRI staff’s personal vehicles for in–town field work will be documented and billed at the IRS rate in effect at that time.
2. Postage for all notices of fieldwork (if needed) and mailings and notices related to the update of values in 2024 shall be the responsibility of Town.
3. Preparation and presentation of the defense of values above the local level are not included in the fee schedule. After securing authorization to proceed from the Town, MRI will bill for such services at \$125 per hour, except for the defense of utility values, where the cost will be \$175 per hour.
4. Third parties retained by MRI who or which are not MRI employees or affiliates, and as noted on any Supplement(s), will be invoiced at a cost sufficient to cover all charges and costs. MRI shall work to keep these costs as low as possible.

IV. MRI PERSONNEL IN CHARGE

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Scott Marsh will serve as supervising assessor with additional staff assign with approval of the Town of Exeter. Contact Information:

| | |
|---|---|
| MUNICIPAL RESOURCES, INC. Christian Pearsall or Scott Marsh 66 Main Street Plymouth, NH 03264 (603) 279-0352 x304 or cpearsall@mrigov.com or smarsh@mrigov.com | TOWN OF EXETER Russell Dean, Town Manager 10 Front Street Exeter, NH 03833 603-778-0591 ext. 102 rdean@exeternh.gov |
|---|---|

V. TERM

This Agreement shall remain in force and effect from January 1, 2022 through December 31, 2026, unless extended by mutual agreement.

Either party may terminate the Agreement with 30 days advance written notice to the other party subject to relevant terms and conditions contained herein.



THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

TOWN OF EXETER

MUNICIPAL RESOURCES, INC

Russell Dean, Town Manager
Duly Authorized

Christian Pearsall, Treasurer

Date: _____

Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business in the State of New Hampshire as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.



C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:



1. General Liability Insurance

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises , operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. Professional Liability Insurance

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

3. Business Auto and Umbrella Liability Insurance

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. Workers Compensation Insurance

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: _____
Date: _____



66 Main Street, Suite B
Plymouth, NH 03264

International Drive
Portsmouth, NH



Telephone: (603) 279-0352
Toll Free: (866) 501-0352

all@mrigov.com
www.mrigov.com

PROFESSIONAL SERVICES AGREEMENT

SUBJECT: PARITAL UPDATE

Partial update means the process of analyzing market sales throughout the entire municipality to identify and implement needed value changes to the affected areas, or classes of property, to bring those properties to the Municipality's general level of assessing utilizing the existing base year and providing an addendum to the existing USPAP compliant report.

I. PARTIES TO THE AGREEMENT

This Agreement, dated March 1, 2022, is to retain professional consulting services for the **Town of Exeter, New Hampshire (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Town of Exeter, by its duly authorized Town Manager Russell Dean, and MRI by its authorized representative, Christian Pearsall. The client's project representative and contact person responsible for administering this agreement will be Russell Dean, Town Manager.

| | |
|--|--|
| Municipal Resources, Inc.: Christian Pearsall 66 Main Street, Suite B Plymouth, NH 03264 (603) 279-0352, x-304 assessing@mrigov.com | Town of Exeter: Russell Dean, Town Manager 10 Front Street Exeter, NH 03833 603-773-6102 rdean@exeternh.gov |
|--|--|

CONTRACT SUBMISSION

The contract, any revised contract, and the list of personal assigned to work under the contract will be submitted to the DRA for examination. The DRA will make written recommendation to the Municipality within 10 working days of receipt from MRI. No work will begin without first submitting a copy of said contract or agreement and list of personal to be employed under the contract.

II. SCOPE OF WORK

MRI will:

1. Perform all work in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of contract satisfaction.
2. Conduct additional analyses of the sales of **manufactured homes without land and residential condominium properties**, located throughout the town, to be performed by a DRA Certified Property Assessor Supervisor.
3. Appraise all tax exempt and non-taxable property identified in item 2 in the same manner as taxable property.

4. Analyze sales that occurred at least between April 1, 2020 and April 1, 2022, to be used as benchmarks for the partial update. The Town shall provide copies of property transfers that occurred during this period.
5. Recommend adjustments that will change assessments such that, on average, the 2022 assessments are more in-line with the expected 2022 overall median assessment ratio for the Town.
6. No property inspections are expected to be made, but a final review of properties and proposed values will be conducted by a DRA Certified Assessor Supervisor.
7. Provide the preliminary market analysis to the municipal assessing officials.
8. Notify property owners affected by the partial update if the Town accepts the assessment.
9. Conduct informal hearings for those affected taxpayers that request one. All property owners addressed during the informal reviews will receive a notification indicating whether or not a change in assessment resulted and the amount thereof.
10. Prepare an addendum to the 2019 USPAP manual documenting the process and results of the analysis including any changes made in 2022.
11. Defend values at the local level through the municipal abatement process.

III. COMPLETION OF WORK

MRI Will:

1. Complete all work and deliver in final form to the municipal assessing officials on or before a date specified by the municipality.
2. Prepare an addendum to the 2019 USPAP manual, no later than 30 after submission of the DRA MS-1 documenting the process and results of the analysis including any changes made in 2022.
3. Provide the client all relevant products to the partial update to the client. The products include:
 - a. Property record cards in electronic format;
 - b. An addendum to the existing USPAP Compliant Report as stated above;
 - c. An addendum to the Data Collection Manual, if applicable.
4. The partial update shall be considered satisfied and in its final form only when:
 - a. The informal review of assessments has been completed
 - b. Any required value adjustments are made;
 - c. The final values are submitted to and accepted by the municipal assessing officials
 - d. All products required by the contract are delivered to Municipality and the DRA
 - e. The DRA has completed its final monitoring report;
 - f. Values established by Contractor have been defended through the municipal abatement process, as described under RSA 76:16, for the year of the partial update;
 - g. and, All other terms of the contract have been satisfied.

IV. PUBLIC RELATIONS AND CONFIDENTIALITY

1. MRI municipal assessing officials during the progress of work will use their best efforts to promote full cooperation and amiable relations with taxpayers.
2. All publicity and news releases shall be approved by the municipal assessing officials before being released.
3. MRI, municipal assessing officials or municipal employees shall not disclose any preliminary values to anyone or permit anyone to use or access any data on file during the project, except the municipal assessing officials and the Commissioner of the DRA, or their respective

designees, until the values have been submitted to the municipal assessing officials and made public.

4. For value notification and informal reviews for properties identified in Section 2, MRI shall provide to the municipal assessing officials:
 - (1) A list of the newly established values for review;
 - (2) A preliminary value analysis with a copy delivered to the DRA for review; and,
 - (3) The informal review schedule in advance.
- A. MRI shall mail, first class, to all property owners of properties identified in section 2, a letter stating the newly established value of their property and where MRI has posted in public places within Municipality a list of affected property owners and the newly established values.
- B. Notification of newly established values shall contain the details of the informal review process, instructions on scheduling an informal review both online and by telephone, and the time frame in which informal reviews shall be scheduled.
- C. Contractor shall notify, by first class mail, all property owners addressed during the informal reviews. Notification of final value will indicate if a value change resulted and will provide instructions regarding the appeal process for abatements.

V. FEES AND CHARGES

1. Services will be provided under this agreement are covered under the cost of the general assessing agreement between MRI and the Town of Exeter, dated _____.
2. Services to support the defense of assessments for properties specified in section 2, **at the local level**, are covered under the cost of the general assessing agreement between MRI and the Town of Exeter, dated _____.
3. The cost of postage for mailing notices shall be the responsibility of the client.

IV. MRI PERSONNEL IN CHARGE

1. Christian Pearsall will serve as Principal-In-Charge of this engagement. Paul McKenney, CNHA, DRA Certified Assessor Supervisor will service as project manager and project contact. Additional qualified staff may be assigned as needed, and with approval of the Client.
2. For grading, classifying, appraising and data collection of all property covered by the contract, MRI shall only employ personnel who are certified by the DRA, as defined in the Asb 300 Rules and RSA 21-J:14-f for the level of work they will be performing, and approved by the municipal assessing officials.
3. Project personnel, DRA Certified Assessor Supervisors will utilize all approaches to value which may include, but not be limited to, the Cost Approach, Income Approach, and Market-Sales Comparison Approach to value.

VI. RESPONSIBILITIES OF MUNICIPALITY

1. The municipal assessing officials will furnish information such as but not limited to current ownership information, property address changes, property transfer information, a current tax maps, and other information as specified for the properties identified in section 2.

2. Suitable office space and equipment, as specified by MRI, for the use of MRI's personnel in the performance of the partial update work shall be provided, including appropriate remote computer access.

VII. ESTIMATED SIZE OF PARTIAL UPDATE:

It is agreed between the parties that the entire partial update consists of an estimate of 2,000 parcels as defined by RSA 75:9. There will be no change in compensation if the number of parcels changes.

VIII. TERM

This agreement shall remain in force and effect through completion of the project.

THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED

THE TOWN OF EXETER
BY ITS DULY AUTHORIZED TOWN MANAGER

MUNICIPAL RESOURCES, INC.

Russell Dean, Town Manager

Christian Pearsall

Date: _____

Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;

- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI Indemnification. MRI, the "Indemnitor", shall defend, indemnify and hold harmless the Town of Exeter, and its officials and employees from and against any and all Losses incurred by the Town of Exeter to the extent arising out of or relating to MRI alleged negligence or breach of its obligations or warranties set forth in this Agreement, in whole or in part, except to the extent such Losses are caused by negligent acts or omissions of the Town of Exeter.

Town of Exeter Indemnification. The Town of Exeter, the "Indemnitor", shall defend, indemnify and hold harmless MRI, its officials and employees from and against any and all Losses incurred by MRI arising out of or relating to the Town of Exeter's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the alleged negligent acts or omissions of MRI.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. **General Liability Insurance:** MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.
2. Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.
2. **Professional Liability Insurance:** MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services.
3. **Business Auto and Umbrella Liability Insurance:** If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not

less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. **Workers Compensation Insurance:** MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

F. NON-SOLICITATION

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: _____
Date: _____



Tax Abatements, Veterans Credits & Exemptions

List for Select Board meeting February 22, 2022

Veteran Credit

| Map/Lot/Unit | Location | Amount | Year |
|--------------|---------------|--------|------|
| 27/12/8 | 11 Rinny Ln | 500.00 | 2022 |
| 33/9 | 5 Deer Run Rd | 500.00 | 2022 |

Solar Exemption

| Map/Lot/Unit | Location | Amount | Year |
|--------------|---------------|--------------|------|
| 97/9 | 6 Cullen Way | \$ 21,000.00 | 2022 |
| 95/79/12 | 10 Winslow Dr | \$ 11,500.00 | 2022 |
| 65/169 | 15 Prospect | \$ 12,000.00 | 2022 |

Elderly Exemption

| Map/Lot/Unit | Location | Amount | Year |
|--------------|--------------------------|------------|------|
| 104/79/612 | 612 Canterbury Dr | \$ 152,251 | 2022 |
| 87/14/20A | 20 First St Pinecrest Pk | \$ 236,251 | 2022 |
| 104/79/226 | 226 Robinhood Dr | \$ 152,251 | 2022 |

Abatement

| Map/Lot/Unit | Location | Amount | Year |
|--------------|-----------------------|-------------|-----------|
| 110/2/81 | 81 Exeter Elms CG | \$ 35.25 | 2020 |
| 104/71 | 0 Patricia Ave. ROW | \$ 3,507.86 | 2021 |
| 104/71/1 | 0 Patricia Ave. Lot 1 | \$ 1,138.07 | 2021 |
| 104/71/2 | 0 Patricia Ave. Lot 2 | \$ 1,198.10 | 2021 |
| 104/71/3 | 0 Patricia Ave. Lot 3 | \$ 1,308.55 | 2021 |
| 104/71/4 | 0 Patricia Ave. Lot 4 | \$ 1,491.02 | 2021 |
| 95/75 | 71 Linden St | \$ 449.80 | 2021/fire |

Permits & Approvals



Pam McElroy <pmcelroy@exeternh.gov>

Request to waive the interest of the property tax: Parcel ID: 69-3-3

2 messages

Changsi Chen <cschen88@yahoo.com>
To: "pmcelroy@exeternh.gov" <pmcelroy@exeternh.gov>

Tue, Feb 15, 2022 at 3:10 PM

Hello Pam,

Thank you for getting back to us quickly.

As I mentioned to you, we are the new resident in Exeter at 27 Acadia Lane. We closed our house late last October. We did not received the property tax invoice until we got a delinquency notice this week. We took care of payment immediately after seeing the deliquency notice.

There were an interest of \$68.40 recurred due to the late payment. We ask for waiving this since we did not receive the bill for this very first property tax invoice.

Thank you very much for your consideration.

Regards,

Changsi Chen

Pam McElroy <pmcelroy@exeternh.gov>
To: Changsi Chen <cschen88@yahoo.com>

Tue, Feb 15, 2022 at 3:15 PM

Thank you for your message, Mr. Chen.

I will forward your request to the Select Board and contact you upon receiving their response.

Have a good afternoon.

[Quoted text hidden]

--

Pam McElroy

Town of Exeter

Senior Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

02/15/2022 13:50
rLaughner

Town of Exeter
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 69-3-3

LOCATION: 27 ACADIA LN

OWNER:

CHEN CHANGSI
HE LINGLONG
27 ACADIA LN
EXETER NH 03833-4924

STATUS:

| | |
|--------------------|---------|
| SQUARE FEET | 0 |
| LAND VALUATION | 0 |
| BUILDING VALUATION | 384,400 |
| EXEMPTIONS | 0 |
| TAXABLE VALUATION | 384,400 |
| INTEREST PER DIEM | .99 |

LEGAL DESCRIPTION:

DEED DATE: 10/28/2021 BOOK/PAGE: 6351/1748

INTEREST DATE: 02/15/2022

| YEAR | TYPE | BILL | BILLED | PRIN DUE | INT DUE | TOTAL DUE |
|--------------|--------|------|----------|----------|---------|-----------|
| 2021 | RE-R | 3234 | | | | |
| 1 | RE TAX | | 4,706.98 | .00 | .00 | PAID |
| 2 | RE TAX | | 4,522.46 | 4,522.46 | 68.40 | 4,590.86 |
| | | | 9,229.44 | 4,522.46 | 68.40 | 4,590.86 |
| GRAND TOTALS | | | 9,229.44 | 4,522.46 | 68.40 | 4,590.86 |

Correspondence



Russ Dean <rdean@exeternh.gov>

Fwd: Mask Mandates

1 message

Niko Papakonstantis <npapakonstantis@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Thu, Feb 17, 2022 at 10:59 AM

For the packet- correspondence

----- Forwarded message -----

From: **dan balfour** <dbalfour@sdbalfour.com>

Date: Wed, Feb 9, 2022 at 7:38 PM

Subject: Mask Mandates

To: <NPapakonstantis@exeternh.gov>, <DBrowne@exeternh.gov>, <mcowan@exeternh.gov>, <jgilman@exeternh.gov>, <lolliff@exeternh.gov>

Select(people),

Are there any robust randomized controlled evidenced based studies that you used to determine the need for mask mandates that show mask mandates effectively reduce the spread of COVID? If so please forward me to them. OR are we just punting to the CDC?

Based on actual science, it is time to rescind the mask mandates.

Mask mandates are nothing more than political theatre at this point and they are harmful to the learning environment for our children.

At current all age groups can enter a restaurant and remain mask-less for an hour or more all the while raising voices to be heard over the background noise of other patrons voices. However our kids are required to sit masked up for 6 plus hours everyday. They can congregate at the lunch tables with no masks. Does no one see a problem with this logic?

I realize as a governing body you must do "something" but that something really should be evidence based. Mask mandates, no matter how badly Rochelle Walensky wants them to be effective, the evidence is to the contrary.

It's time to move on.

Dan Balfour



Russ Dean <rdean@exeternh.gov>

Fwd: Mask mandate

1 message

Niko Papakonstantis <npapakonstantis@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Thu, Feb 17, 2022 at 10:58 AM

For the packet - correspondence

----- Forwarded message -----

From: **Fred DeCicco** <frednh92051@gmail.com>
Date: Wed, Feb 16, 2022 at 8:02 AM
Subject: Mask mandate
To: <NPapakonstantis@exeternh.gov>

Dear selectman Papakonstantis

Now that other seacoast area towns like Portsmouth have rescinded their indoor mask mandate, please consider doing the same. Exeter population is highly vaccinated and COVID-19 cases are declining. There may be no need to extend the mask mandate until March 21, 2022. Please give this some consideration at your next meeting.

Thank you.

Fred C DeCicco
603-387-8330



Russ Dean <rdean@exeternh.gov>

Fwd: Exeter Mask Mandate

1 message

Niko Papakonstantis <npapakonstantis@exeternh.gov>
To: Russ Dean <rdean@exeternh.gov>

Thu, Feb 17, 2022 at 10:58 AM

For the packet - correspondence

----- Forwarded message -----

From: **James Murray** <jmurray@exeternh.gov>
Date: Thu, Feb 17, 2022 at 9:55 AM
Subject: Fwd: Exeter Mask Mandate
To: Niko Papakonstantis <npapakonstantis@exeternh.gov>

Good morning Mr. Papakonstantis,

I received this email this morning. In a separate email, he asked that I forward this to the Select Board as well.

James Murray

Health Officer
20 Court St. Exeter, NH 03833
603-773-6132

----- Forwarded message -----

From: **Jeff Bouvier** <jeffkarin@hotmail.com>
Date: Thu, Feb 17, 2022 at 7:02 AM
Subject: Exeter Mask Mandate
To: jmurray@exeternh.gov <jmurray@exeternh.gov>

Mr. Murray,

Over the past week or so, states all over the country and towns across NH (with Portsmouth being the most recent) have dropped their indoor mask mandates as new and current COVID 19 cases have plummeted. NH state epidemiologist, Dr. Benjamin Chan, stated on February 9 that, "New York, Illinois and other states are dropping mandates, COVID is likely not going away and we are going to have to learn to live with it." When is Exeter going to follow suit and lift their indoor mask mandate? Those who wish to continue wearing a mask are free to do so. Those who do not, should also be free to do so because as Dr. Chan said, it's here, it's not going away and we just have to learn to live with it.

Thank you,

Jeff Bouvier
1 Hillside Ave.

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android



Pam McElroy <pmcelroy@exeternh.gov>

Fwd: FW: Mask ordinance.

1 message

Russ Dean <rdean@exeternh.gov>
To: Pam McElroy <pmcelroy@exeternh.gov>

Fri, Feb 18, 2022 at 12:08 PM

----- Forwarded message -----

From: Niko Papakonstantis <npapakonstantis@exeternh.gov>
Date: Fri, Feb 18, 2022 at 12:05 PM
Subject: Fwd: FW: Mask ordinance.
To: Russ Dean <rdean@exeternh.gov>

Please include in packet **but redact my personal email address**

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

From: Scott James Bly <scott_bly@hotmail.com>
To: Niko Papakonstantis [REDACTED] James Murray <jmurray@exeternh.gov>
Date: 02/16/2022 9:48 AM
Subject: Mask ordinance.

Niko,

It's probably time the board got their act together and convened on the mask ordinance again..

Frankly James should be empowered to make a statement similar to the one attached, immediately.

https://www.cityofportsmouth.com/city/press-releases/city-health-officer-rescinds-face-coverings-directive-urges-continued-use?fbclid=IwAR166mvbWoz_X1Dak5TnRMtVmw8Db07QV0rI0sKJGSms7dS8p9lOnB5KFyM

Scott J. Bly
Area Vice President
Enterprise Solutions
Olympus Corporation of the Americas



February 15, 2022

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

Dear Chairman and Members of the Board:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that effective March 31, 2022, Fox Life will cease operations.

Customers are receiving notice of this information in their bill. Please feel free to contact me at **Thomas_Somers@cable.comcast.com** should you have any questions.

Very truly yours,

Jay Somers

Jay Somers, Sr. Manager
Government Affairs

Town Manager's Office

FEB 18 2022

Received