

Via Zoom



TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN AGENDA

Tuesday, May 19, 2020 6:15PM
HENNIKER TOWN HALL CHAMBERS

6:15 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

IV. PUBLIC COMMENT #1 – (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)

V. CONSENT AGENDA ITEMS

Item 1: Intent to Cut Lot # 1-559

Item 2: Intent to Cut Lot # 1-548

Item 3: Intent to Excavate Lot # 1-678

Item 4: Summary of Forest Stewardship Plan Tax/Map 1-590-FX

Item 5: Permanent Application for Property Tax Credits/Exemptions 20-001 to 20-017

Item 6: Abatements Lot # 1-318-P108 & 2-451

Item 7: Henniker Rotary Club Donation \$1,826.54

Item 8: Contoocook Valley ATV Riders Donation \$2,650.00

Item 9: Town Administrator Vacation Request

Item 10: Check Registers: 4-29-20, 5-6-20, 5-13-20

VI. NEW BUSINESS

Item 11: Discussion: Update from Concert Committee

Item 12: Approval: First Responder Stipend

Item 13: Approval: Unanticipated EMS Fund Revenue

Item 14: Approval: GOFERR Funding

Item 15: Approval: Selling used Tasers

VII. OLD BUSINESS

- Item 16:** Approve: Contract from Checkmate HCM
- Item 17:** Discussion: Azalea Park Grant Update
- Item 18:** Second Reading: Public Hearing – Sidewalk Cafés
- Item 19:** Second Reading: Chapter 25 Building Construction Fees Ordinance Revised

VIII. OTHER BUSINESS/CORRESPONDENCE

- Item 20:** Acceptance of Board of Selectmen Public Hearing Minutes – May 5, 2020
- Item 21:** Acceptance of Board of Selectmen Non-Public Meeting Minutes – May 5, 2020
- Item 22:** Acceptance of Board of Selectmen Non-Public Meeting Minutes – May 12, 2020
- Item 23:** Department Reports
- Item 24:** Town Administrator Report
- Item 25:** Selectmen Reports

- IX. PUBLIC COMMENT #2** (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)

X. NON-PUBLIC

- Item 26:** Non-public RSA 91-A:3, II (a)

XI. ADJOURNMENT

XII. UPCOMING DATES

- May 25, 2020 – Memorial Day (Town Office Closed)
- June 2, 2020 – Select Board Meeting
- June 6, 2020 – Town Meeting

Visitor Orientation to the Town Selectman's Meeting

Welcome to this evening's Selectmen's meeting. Please note that the purpose of the meeting is for the Selectmen to accomplish its work within a qualitative timeframe. Meetings are open to the public, but public participation is limited. If you wish to be heard by the board, please note the "Public Comment" at the beginning and end of the meeting to speak to items on a meeting agenda and/or matters pertaining to the business of the Selectmen. In addition, public hearings may be scheduled for public comment on specific matters. Speakers must be residents of the Town of Henniker, property owners in the town of Henniker, and/or designated representatives of recognized civic organizations or businesses located in the Town of Henniker. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the board and not to any individual member. Each speaker shall be provided a single opportunity for comment, limited to three (3) minutes. Public forum shall be

limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Board may not have discussed or taken a position on a matter. Public Comment is not a two-way dialogue between speaker(s), Selectmen, and/or the Town Administrator. The Chair will preserve strict order and decorum at all Board of Selectmen meetings. Outbursts from the public are not permitted.

Notice posted on: May 14, 2020 (Revised 5-19-20)

Next Routine Meeting: June 2, 2020

Items for the next agenda, with completed backup, must be in the Selectmen's Office no later than 12:00 noon on May 28, 2020.



TOWN OF HENNIKER, NEW HAMPSHIRE
Selectman Agenda

Tuesday, May 19, 2020

6:15PM

Zoom Meeting Link:
<https://tinyurl.com/y7e4v3v6>
 Telephone Dial: +1 646 558 8656
 Meeting ID: 950 9891 5709
 Password: 657995

COVID-19 - Public Meeting Procedures Notice

Due to the Covid 19/Corona Virus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, Henniker Board of Selectmen is authorized to meet electronically. The Town of Henniker will be utilizing the Zoom platform for this electronic meeting.

Please note that there is no physical location to observe and listen contemporaneously to the meeting, which was authorized pursuant to Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04.

All members of the Board of Selectmen have the ability to communicate contemporaneously during this meeting through the Zoom platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting by following the link below, or dialing the number below and entering the ID number at the prompt. For those who want to provide public testimony in the Public Hearing portion of the meeting, and you are connected to the Zoom website, you may click on the Raise Hand icon in the Attendees Section of Zoom to make the request. When the time is appropriate, you will be recognized so you can provide your testimony. For those calling in who want to provide public testimony, dial *9 to alert the host that you wish to speak. The host will unmute you at the appropriate time/during the public hearing portion of the meeting. All participants please keep your phones and computers on mute unless speaking.

Website Address: <https://tinyurl.com/y7e4v3v6>

Telephone Dial: +1 646 558 8656 Meeting ID: 950 9891 5709 Password: 657995

Members of the public can also email questions or other public testimony to townadministrator@henniker.org. Staff will read the testimony or questions into the record during the meeting.

Any member of the public can also call the Town of Henniker at 603-998-1492 or email townadministrator@henniker.org if they are unable to access the meeting.



CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

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

Emergency Order #12 Pursuant to Executive Order 2020-04

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

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

1. Pursuant to Executive Order 2020-04, paragraph 8 provides: "State and local government bodies are permitted and encouraged to utilize the emergency meeting provisions of RSA 91-A to conduct meetings through electronic means while preserving, to the extent feasible, the public's right to notice of such meetings and ability to observe and listen contemporaneously."
2. Pursuant to Emergency Order #2 issued pursuant to Executive Order 2020-04, gatherings of fifty people or more are prohibited.
3. To implement these orders and recommendations, the requirement in RSA 91-A:2, III(b), that a quorum of a public body be physically present unless immediate action is imperative, is waived for the duration of the State of Emergency declared in Executive Order 2020-04.
4. To further implement these orders and recommendations, the requirement in RSA 91-A:2, III(c), that each part of a meeting of a public body be audible or otherwise discernible to the public "at the location specified in the meeting notice as the location of the meeting," is waived for the duration of the State of Emergency declared in Executive Order 2020-04 so long as the public body:
 - a) Provides public access to the meeting by telephone, with additional access possibilities by video or other electronic means;
 - b) Provides public notice of the necessary information for accessing the meeting;
 - c) Provides a mechanism for the public to alert the public body during the meeting if there are problems with access; and
 - d) Adjourns the meeting if the public is unable to access the meeting.

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

GOVERNOR OF NEW HAMPSHIRE

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



CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

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

Emergency Order #16 Pursuant to Executive Order 2020-04

Temporary prohibition on scheduled gatherings of 10 or more attendees

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

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

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

2. Section 1 of Emergency Order #2 is hereby superseded by this Order.
3. The Division of Public Health shall enforce this Order and if necessary may do so with the assistance of State or local police.
4. This Order shall remain in effect until Monday, April 6, 2020.

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

A handwritten signature in blue ink that reads "Clith T. Sununu".

GOVERNOR OF NEW HAMPSHIRE



Board of Selectmen
Consent Agenda
May 19, 2020

Consent Agenda

- Item 1:** Intent to Cut Lot # 1-559
- Item 2:** Intent to Cut Lot # 1-548
- Item 3:** Intent to Excavate Lot # 1-678
- Item 4:** Summary of Forest Stewardship Plan Tax/Map 1-590-FX
- Item 5:** Permanent Application for Property Tax Credits/Exemptions 20-001 to 20-017
- Item 6:** Abatements Lot # 1-318-P108 & 2-451
- Item 7:** Henniker Rotary Club Donation \$1,826.54
- Item 8:** Contoocook Valley ATV Riders Donation \$2,650.00
- Item 9:** Town Administrator Vacation Request
- Item 10:** Check Registers: 4-29-20, 5-6-20, 5-13-20

Board of Selectmen Approval:

_____	_____
_____	_____

*Please note that the Consent Agenda is subject to change until 4:30 pm the day of a scheduled Selectmen’s Meeting.



Town Hall
18 Depot Hill Road
Henniker, NH 03242

Tel: (603) 428-3221
Fax: (603) 428-4366

Incorporated November 10, 1768
"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Concert Committee Update

PREPARED BY: Joseph Devine, Town Administrator

BACKGROUND: The purpose of the Henniker Concert Committee, which began in 1998, is to present a variety of high quality, professional concerts throughout the summer that will have a broad appeal and contribute to developing a stronger sense of community.

DISCUSSION: The concert committee will be giving an update to the Board regarding the 2020 season. They are hoping to begin in June, but all is depending on the Stay at Home Order and Governor's Emergency Orders regarding gatherings. The committee will also discuss other possibilities in the event the events cannot go on as originally planned.

FISCAL IMPACT: N/A

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION: I feel we should work with the Concert Committee to try to move forward with the 2020 season.

ATTACHMENTS:

Description	Upload Date	Type
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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: First Responder COVID-19 Stipend

PREPARED BY: Joseph Devine, Town Administrator

BACKGROUND: Governor Chris Sununu announced \$300 weekly stipends for full-time and \$150 a week for part-time first responders in the State will be paid through federal CARES Act funding during the coronavirus pandemic. This includes full-time/part-time/per-diem firefighters, emergency medical technicians, and police officers beginning on May 4, 2020, and runs through June 30, 2020.

DISCUSSION: The board will need to accept these funds from the State. If we decide to accept them, we must choose how we want to pay for it. We have the choice of paying it weekly as part of payroll or paying it as one lump sum payment. If we move with weekly payment, we would be fronting the money until we receive the funds from the State of NH. If we made one lump sum payment, we could wait to pay it until we received the funds from the State of NH. The total we would be receiving from the State of NH is \$50,542.86. The town is responsible for the employer portions of social security and Medicare taxes which will total \$2,324. This amount would be reimbursable through the GOFERR.

FISCAL IMPACT: There could be upfront costs but, in the end, it is all reimbursed.

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION: It is my opinion we move to accept the funds from the State of NH. We pay the stipend as one lump sum after we receive the funds from the State of NH and submit for reimbursement of the Medicare and social security through the GOFERR grant.

MEMORANDUM

Date: May 13, 2020
To: Board of Selectmen, Joseph Devine Town Administrator
From: Russ Roy, Finance Director

Re: First Responder Covid 19 Hazard Pay

The Town of Henniker has calculated the available pay under the State of NH Covid-19 Stipend Program which totals to \$50,542.86 and is available to 39 of our employees. A copy of the sheet is attached which summarizes to 29 Fire/Rescue personnel totaling \$28,171.46, determined by Rescue Chief Aucoin. There are 10 police personnel totaling \$22,371.40 determined by Police Chief French.

The program begins 5/4/20 through 6/30/20, with the stipulation that they are eligible for only one stipend per person. Personnel who work full time for other agencies are not eligible to claim another stipend from Henniker.

Assuming the Board will authorize the acceptance of the funds, we will submit the worksheet to the State and receive one payment for the entire amount. The program allows Henniker to disburse the funds in a single payment to each of the identified members. This will facilitate any audit requirements that come up later regarding proof of the payment and compliance with the States directive on the payments.

The Town will be responsible for the employer portions of social security and medicare taxes, calculated at \$360.42 for full time Group II members and \$1964 for part time members with a total of \$2,324. This amount will be included in the GOFFR funds request, so the Town will be fully reimbursed for this tax payment. NH Retirement has provided guidance that these wages are not subject to their wage calculations.

ORGANIZATION NAME:

COUNT TOTAL: PAY TOTAL: \$

#	FIRST NAME	LAST NAME	LAST 4 SSN	POSITION	STIPEND PER WEEK	ELIGIBLE WEEKS	AMOUNT
1	William	Amos		Firefighter - Full-time w/ EMS	\$ 300.00	8	\$ 2,485.71
2	Joseph	Cooper		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
3	Ruslan	Denysyk		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
4	Philip	Marsland		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
5	Thomas	Weston		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
6	Varyl	French		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
7	Jeffrey	Connor		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
8	Christopher	Mason		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
9	Tyler	Adams		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
10	Alexander	Moir		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
11	Richard	Cooper		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
12	Stefanie	Costello		Firefighter - Call w/ EMS	\$ 150.00	8	\$ 1,242.86
13	Thomas	French		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
14	Keaton	Gagne		Firefighter - Full-time w/ EMS	\$ 300.00	8	\$ 2,485.71
15	Brittany	Lamontagne		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
16	Timothy	Checket		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
17	James	Morse		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
18	Darcy	Crisp		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
19	Sawyer	Jones		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
20	Kelly	LaPlante		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
21	Stephen	Lorenze		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
22	Alden	Mumford		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
23	Brittany	Croati		EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
24	Michael	McManus		Firefighter - Call w/ EMS	\$ 150.00	8	\$ 1,242.86
25	Adam	Burritt		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
26	Neal	Martin		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
27	Peter	Twombly		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
28	Stephen	Meade		EMS - Full-Time	\$ 300.00	8	\$ 2,485.71
29	Keon	Thomas		Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
30	Matthew	French		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
31	Michael	Martin		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
32	Michelle	Dandendau		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
33	Jesse	Colby		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
34	Amy	Bossi		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
35	Matthew	Mitchell		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
36	Luis	Berdecia		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
37	Alyssia	Stone		Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
38	Garrett	Anctill		Law Enforcement - Local Part-Time	\$ 150.00	8	\$ 1,242.86
39	Craig	Courseer		Law Enforcement - Local Part-Time	\$ 150.00	8	\$ 1,242.86
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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Unanticipated EMS Fund Revenue

PREPARED BY: Joseph Devine, Town Administrator

BACKGROUND: We received \$6,475.44 of unanticipated money from the US Health and Human Services. Any town with an ambulance service that does Medicare billing received these funds.

DISCUSSION: The board will need to vote to accept these funds. Some terms and conditions come with this money. After reading the rules, the major piece we must be aware of is we cannot double-bill Medicare for expenses related to interactions with actual or potential COVID-19 implications. We also reached out to Comstar our ambulance billing company. They stated that the intent of the money is to assist in this difficult time and sees no reason to refuse the money.

FISCAL IMPACT: No cost/Revenue of \$6,475.44

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION: I would recommend we move forward with accepting this money.

MEMORANDUM

Date: May 13, 2020
To: Board of Selectmen, Joseph Devine Town Administrator
From: Russ Roy, Finance Director
Re: US HHS Stimulus payment

The Town received \$6,475.44 from the US Health and Human Services on 4/17/20. The terms and conditions of this money comes with many rules and regulations that appear to boil down to not double billing medicare for expenses related to interactions with actual or potential Covid 19 implications. I have attached a memo received from Rick Martin who is the CEO of our billing company Comstar.

I have also attached a section of the HHS website indicating their terms and conditions. The rules state that unless we contact them and refuse the funds by 5/17/20 we are bound by these conditions. They are requiring us to login to the HHS website and accept these funds and agree to their terms.

Item 1 from Mr Martin seems to be the most concise summary of their position on this issue:

1. Item 1 **Terms and Condition Statement for Receipt of CARES Act Provider Relief Funding:**

The following statement, ***“the provider/supplier must agree not to seek to collection OUT-OF-POCKET payments that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider,*** has clients questioning if we are leaving potential revenue or costing your service money by accepting the funding. These are unprecedented times and we have no way of knowing how insurance carriers are going to interpret this provision with respect to the language. Our best guess is that it is going to act as a restriction on balance billing. You will still be able to bill for any copayments and deductibles. However, as part of this, many plans have indicated that they will waive the copays for COVID-19 related care. That will likely result in increased revenue from getting the copayment directly from the plan rather than seeking those funds from patients directly. Especially during this time. We cannot make a recommendation one way or another about these funds. Even if you reject the funds, we cannot guarantee that insurers still won't try to utilize this provision in ways that it was clearly not intended. What we do know is that the purpose of these funds are to ensure that healthcare providers don't go bankrupt during this crisis.

The Town of Henniker has always done what Medicare has requested of us, so while confusing, the intent of the money is to assist us in this difficult time and I have no basis to recommend refusing the assistance.

russroy@tds.net

From: Richard Martin <rick.martin@comstarbilling.com>
Sent: Tuesday, April 14, 2020 8:25 PM
To: finance@henniker.org
Subject: UPDATE #8 -- CARES Update, Another Signature Option, Call To Action



*****UPDATE #8*****

April 14, 2020

Greetings To All, here is some expanded information on the CARES, a new ruling by CMS that provides another option to attaining the patient's signature and a call to action regarding 4th Stimulus Package.

Stay Safe and Healthy!

Rick

- 1. CARES Act Provider Relief Funding**

2. **Signature Requirement (Verbal Consent Approved) and Medical Necessity Considerations During COVID-19**

- **URGENT CALL TO ACTION FOR 4TH STIMULUS PACKAGE**

1. **CARES Act Provider Relief Funding Updates:**

Comstar's Newsletter (Update #7 sent on 4/10/2022) notified all clients that the CARES Act Provider Relief Fund would result in direct deposits your bank accounts to support healthcare providers/suppliers on the front lines of the nation's coronavirus response. Please find information below regarding some frequently asked questions from our clients in the past few days:

1. **Terms and Condition Statement for Receipt of CARES Act Provider Relief Funding:**

The following statement, "***the provider/supplier must agree not to seek to collection OUT-OF-POCKET payments that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider***", has clients questioning if we are leaving potential revenue or costing your service money by accepting the funding.

These are unprecedented times and we have no way of knowing how insurance carriers are going to interpret this provision with respect to the language. Our best guess is that it is going to act as a restriction on balance billing. You will still be able to bill for any copayments and deductibles. However, as part of this, many plans have indicated that they will waive the copays for COVID-19 related care. That will likely result in increased revenue from getting the copayment directly from the plan rather than seeking those funds from patients directly. Especially during this time. We cannot make a recommendation one way or another about these funds. Even if you reject the funds, we cannot guarantee that insurers still won't try to utilize this provision in ways that it was clearly not intended. What we do know is that the purpose of these funds are to ensure that healthcare providers don't go bankrupt during this crisis.

2. **When and How will Payments Come for the CARES Aid Relief?**

Payments will come in the form of an ACH deposit to your account that is linked for Medicare payments from Optum Bank. The payment description will read “HHS Payment”. According to HHS, all Medicare providers and suppliers should receive their deposit by April 17th. If you have not received your payment yet, there is now a hotline you can call to check the status. Please call 866-569-3522 and have your tax ID# and the name of your ambulance service as it is registered with PECOS (Typically your legal name).

3. **Do I need to do Anything Once I Receive My Relief Funds?**

Yes. You will need to sign an attestation statement confirming relief of the funds within 30 days. These attestations will be made through a webportal that HHS **anticipates opening the week of April 13, 2020** (they do not appear to be available as of this morning). The portal will need to be accessed through the CARES Act Provider Relief Fund webpage, which can be accessed by clicking [here](#).

You will also be required to accept the Terms and Conditions within 30 days. Providers and suppliers that do not wish to accept these terms and conditions are required to notify HHS within 30 days, and then remit full repayment of the relief funds. The Terms and Conditions can be reviewed by clicking [here](#).

1. **Medicare Beneficiary Signature Update:**

On April 9, 2020, CMS updated its guidance document on Medicare FFS billing under the current COVID-19 crisis. This document addresses issues that have been raised by providers in several industries, including EMS providers and suppliers. The guidance document can be viewed by clicking here: <https://www.cms.gov/files/document/03092020-covid-19-faqs-508.pdf>.

We want to point you to two FAQs in particular:

1. In Question #9 on page 13, CMS declined to waive the medical necessity requirement for transports of known or suspected COVID-19 patients. Instead, CMS fell back on its traditional language that all other modes of transportation be contraindicated. Basically, CMS punted on the issue of medical necessity.
2. In Question #14 on page 16, CMS indicated that you **can accept verbal consent from a patient** (or their authorized representative) **in lieu of a written signature**. CMS indicated that, in these situations, your crew should clearly document that the patient verbally consented to the submission of the claim.

- **URGENT CALL TO ACTION- From American Ambulance Association for 4th Stimulus Package:**

Contact Congress Today About COVID-19 Ambulance Relief!

The Congress and Administration are currently in negotiations on a fourth economic stimulus package to address the impact of COVID-19. While the AAA and our members were successful in helping secure the recent direct payments to ambulance service providers and suppliers, we still have several issues yet to be addressed including additional financial relief. Specifically, we are advocating for coverage for “treatment in place”, the ability of private for-profit EMS organizations to apply directly for FEMA Public Assistance program grants, additional direct compensation for COVID-19 expenses and lost revenue, and priority access to PPE and COVID-19 testing for paramedics and EMTs.

Please e-mail today the health aides for your members of Congress!

It will take you only a few minutes per congressional office to email a letter. Just follow these steps.

1. **USE LETTER TEMPLATE:** [CLICK HERE](#) to access a draft letter. Please customize your letter including the cities and towns you serve, if you are sending to the office of a Senator or Representative and any additional details as to services you are providing during the COVID-19 outbreak and the financial impact on your operation.
1. **LOOK UP YOUR MEMBERS OF CONGRESS AND THEIR WEBFORM ADDRESS:** [CLICK HERE](#) to access a list of the webform addresses of your Members of Congress.
1. **SEND LETTERS TO MEMBERS:** Cut and paste the webform link into your Internet browser and you will be directed to the webpage for contacting your member of Congress. Fill in your contact information, cut and paste your letter into the comments box and hit submit.

Thank you all for the critical work you all continue to do!

Be well and stay healthy during this challenging time.

Please contact me anytime via e-mail or my cell, 978-771-6482, with questions.

Take care,

Rick

Richard L. "Rick" Martin
Manager & CEO

Comstar Ambulance Billing Service 8 Turcotte Dr Rowley MA 01969

You received this email because you are subscribed to Newsletter from Comstar Ambulance Billing Service.

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[Unsubscribe from all future emails](#)



DEPARTMENT OF HEALTH & HUMAN SERVICES

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief (“Relief Fund”) under Public Law 116-136 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary’s decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient also apply to subrecipients and contractors, unless an exception is specified.

Relief Fund Payment from \$20 Billion General Distribution Terms and Conditions

- The “Payment” means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare or precluded from receiving payment through Medicare Advantage or Part D; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and that the Payment shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients. The Recipient shall also submit general revenue



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data for calendar year 2018 to the Secretary when applying to receive a Payment, or within 30 days of having received a Payment.

- The Recipient consents to the Department of Health and Human Services publicly disclosing the Payment that Recipient may receive from the Relief Fund. The Recipient acknowledges that such disclosure may allow some third parties to estimate the Recipient's gross receipts or sales, program service revenue, or other equivalent information.
- The Recipient certifies that all information it provides as part of its application for the Payment, as well as all information and reports relating to the Payment that it provides in the future at the request of the Secretary or Inspector General, are true, accurate and complete, to the best of its knowledge. The Recipient acknowledges that any deliberate omission, misrepresentation, or falsification of any information contained in this Payment application or future reports may be punishable by criminal, civil, or administrative penalties, including but not limited to revocation of Medicare billing privileges, exclusion from federal health care programs, and/or the imposition of fines, civil damages, and/or imprisonment.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation described in 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.



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- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative



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relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects



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any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.



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SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from



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lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or



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to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions



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Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.



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3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot

Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.



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Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>



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"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: GOFERR Funding

PREPARED BY: Joseph Devine, Town Administrator

BACKGROUND: The Governor has authorized \$32 million to municipalities to cover COVID-19 related expenses uncured from March 1, 2020 to August 31, 2020. These amounts have been allocated and made available based on 2018 population figures from the Office of Strategic Initiatives.

DISCUSSION: The Town of Henniker is required to complete a Grant Agreement (Attached) to be eligible for these funds. After which we will submit reimbursement requests to GOFERR. They will only accept reimbursement requests in May, July, and September.

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

Some of the allowable costs are:

1. Necessary expenditures due to the COVID-19 public health emergency means:
 - a. Costs related to local government actions taken to respond to the public health emergency;
 - b. Expenditures that respond to second-order effects of the public health emergency;
 - i. economic support for employment-related losses. ii. economic support for losses due to business interruptions.
 - c. Treasury will use a standard of "reasonable judgment of the government officials responsible" in reviewing whether an expenditure is necessary.
2. Costs not accounted for in the budget most recently approved as of March 27, 2020.
 - a. Cannot lawfully be funded using a line item, allotment, or allocation within that budget.

- b. It is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
3. A cost is only “incurred” when the responsible unit of government has expended funds to cover the cost during the period March 1, 2020 to December 30, 2020.

Examples - Allowable

- Increased Welfare costs – food, shelter, utilities
- Interest on Tax Anticipation Notes (TANs) or other short-term borrowings
- New Telework costs for remote municipal operations – computers, software, networking
- Increased Election costs (if not covered by other federal funding)
- Wages and benefits required by the Families First Coronavirus Response Act for non-first responders
- Childcare costs for first responders and essential employees due to school closures
- Increased unemployment costs for municipalities that self-fund not otherwise covered
- Legal fees associated with new federal requirements and state emergency orders
- Municipal building modifications, cleaning/disinfecting need for social distancing and public safety
- Facility signage (park/beach closure)
- Credit card fees (waiving fees paid by cardholders due to disallowing in-person payment by other means)

FISCAL IMPACT: Reimbursement of up to \$117,263

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION: I would recommend we move forward with signing this Grant Agreement.

MEMORANDUM

Date: May 13, 2020
To: Board of Selectmen, Joseph Devine Town Administrator
From: Russ Roy, Finance Director
Re: GOFEEER Funding

Unfortunately, The Town of Henniker did not have enough allowable expenses, at this point, to request any reimbursement from the Fema disaster declaration. The Fema Disaster program (funded at 75%) is still open and if we did have a need to open an operations center or other covid related function we could still request funding from this program, but as of now we are not even close to the \$3300 minimum funding threshold. The Governor's office funding program (GOFEEER) is meant to bridge that gap for us and I would highly recommend accepting those funds (\$117,263 on a population count of 4970)

The best thing about this program is the fact that base wages are includable in the request for reimbursement. If a first responder had interaction with symptoms consistent with the covid virus then he could be quarantined for a few days until test results were obtained. Those wages would be paid at straight time since testing would likely eliminate an overtime situation. Fema will only reimburse overtime, so the extra base wages being paid would be eaten by the town, this program will fund that.

The plexiglass was installed by Deb Diamond from the Transfer Station. The base wages we paid her would not be paid by Fema, but that and the cost of the plexiglass (under \$150) is reimbursable under this program.

The Library was shut down and paid base wages to the staff during this event, along with the parking enforcement officer, the crossing guards all whose jobs were impacted by the covid and because of the base wages they would not qualify to be reimbursed by Fema.

We will be performing a methodical search of each and every disbursement from vendors whose services could qualify for reimbursement during the 3/1/20-4/30/20 first installment period. I will also review the weekly time- cards for first responder interaction notes and ask Chief French to have a review done of the daily logs for covid activity.

We may want to look at this as an opportunity enhance the public buildings where the public will likely gather. The Town Hall air exchanger system, could there be better filtration? The Community Center where we hope to begin meeting again, is there air filtration system that could be installed? Protective is also part of the directive from both Fema and the State of NH.



New Hampshire Municipal Association

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

Frequently Asked Questions (FAQs) May 13, 2020

General Questions:

- **What is the \$32 million Covid-19 Municipal Relief Funding the Governor authorized on May 4, 2020?** Under the CARES Act, New Hampshire was allocated \$1.25 billion from the US Treasury for a Coronavirus Relief Fund, sometimes referred to as “Flex Funds”. This money may be expended at the discretion of the Governor and spent in accordance with **US Treasury Guidance**. On May 4, the Governor allocated \$32 million of New Hampshire’s \$1.25 billion for municipal relief. We are calling this the COVID-19 Municipal Relief Fund or MRF.
- **How much money will each municipality receive and how was this amount determined?** A **Town-By-Town allocation** of the \$32 million was determined based upon the 2018 population estimates prepared by the NH Office of Strategic Initiatives. The amount shown on the allocation list is the *maximum* amount a municipality may receive as reimbursement for eligible COVID-19 expenses incurred.
- **How and when will municipalities receive payment from the MRF?** The MRF is a reimbursement program, again with a cap on the amount of reimbursement allocated to each municipality. Reimbursement requests will be submitted to the Governor’s Office for Emergency Relief and Recovery (GOFERR) by the following deadlines for expenses incurred during the following time periods:
 - By **June 1, 2020**, for eligible expenses incurred from March 1, 2020, to April 30, 2020;
 - By **July 15, 2020**, for eligible expenses incurred from May 1, 2020, to June 30, 2020; and
 - By **September 15, 2020**, for eligible expenses incurred from July 1, 2020, to August 31, 2020.

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

- **Will COVID-19 expenses that occur after August 31, 2020 be reimbursed?** By September 15, 2020, on a report created by GOFERR, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30. Municipalities will also include any COVID-19-related expenses that are, or may, be eligible for reimbursement from any other available federal or other public funding source for COVID-19 relief, including, but not limited to, FEMA, for which they have not yet received reimbursement. GOFERR will use this information in considering whether further relief might be needed after August 31.
- **What happens if our eligible COVID-19 expenses are not as much as our allocated amount, or if our expenses exceed our allocated amount?** Any amount allocated to a municipality that exceeds its eligible expenses from March 1 to August 31 submitted for reimbursement, will, after August 31, lapse back to the state for other disbursement. Municipalities will only be reimbursed up to their allocated amount of the MRF. If a municipality's expenses exceed the amount allocated, that amount can be reported in the estimate of additional COVID-19-related expenses they will incur through December 30, 2020.

Grant Agreement Questions:

- **What documents need to be filed in order to receive reimbursement from the MRF?** Municipalities must complete and submit the [GOFERR Grant Agreement](#) and the GOFERR Reimbursement Request Form, both of which are available on the GOFERR [Municipal & County Payment](#) webpage. The Grant Agreement may be emailed to municipalities@goferr.nh.gov as soon as possible or submitted with the initial Reimbursement Request Form by June 1, 2020. The Reimbursement Request Form is an excel spreadsheet with two tabs - one for the reimbursement request and one for the required documents supporting the requested reimbursement.
- **Page 1 of the Grant Agreement asks for a “State Vendor Number” and “Completion Date”. What should be entered?** The State Vendor Number is the municipality's NH First Vendor Number which may be obtained from the NH Department of Administrative Services [Vendor Resource Center](#). The completion date is August 31, 2020.
- **In section 1.11B of the Grant Agreement, does the “Designated Signing Authority” have to actually sign the agreement?** Yes, the designated signing authority should both sign and print their name on the agreement.
- **The GOFERR Grant Agreement Exhibit J requires a DUNS number. What is this and where do I get that number?** A Data Universal Number System (DUNS) number is a unique

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

- **The GOFERR Grant Agreement Exhibit A, #6 also requires registration in SAM. What is SAM and how do I register?** The System for Award Management (SAM) is an official website of the U.S. government. You must have an active registration in SAM to do business with the Federal Government. To register in SAM, at a minimum, you will need the DUNS number described above, your taxpayer identification number, and bank account information. To register, go to the homepage on the [SAM](#) website.
- **How do municipalities accept the MRF money?** This money may be accepted in accordance with the [NHMA Guidance on Acceptance and Expenditure of CARES Act Assistance by Local Governments](#), posted on the [NHMA COVID-19 Resources](#) page. Additionally, the Grant Agreement asks that municipalities attach evidence that they have complied with RSA 31:95-b or RSA 21-P:43 concerning acceptance of unanticipated revenue. For acceptance under RSA 31:95-b or RSA 21-P:43, the minutes of the public meeting or hearing would be sufficient. If acceptance under RSA 21-P:43 is by the “executive officer”, such as the city manager, then a signed document indicating acceptance of the funds by the executive officer should be sufficient.

Eligible Expense Questions:

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

- Credit card fees where the municipality waives the fees paid by cardholders since “in-person” payments are not an option.
 - **All eligible expenses must be related to COVID-19**
- **In general, what type of expenses are not eligible for reimbursement under the MRF?**
The MRF cannot be used for:
 - Costs accounted for in the budget most recently approved as of March 27, 2020;
 - Compensating for revenue shortfalls;
 - FEMA-eligible expenses;
 - The 25% local match required for FEMA-eligible expenses;
 - Expenses covered by other federal programs such as community development block grants;
 - Workforce bonuses other than hazard pay or overtime;
 - Severance pay or legal settlements.
- **What does “costs accounted for in the budget most recently approved as of March 27, 2020” mean?** The [US Treasury Guidance](#) explains that the CARES Act requires payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

For example, if municipal welfare costs are budgeted for \$1,000 per month, and suddenly increase to \$2,500 in May due to COVID-19-related increases in unemployment or furloughs, then the increase of \$1,500 would be eligible for reimbursement from the MRF. If a municipality budgeted \$5,000 for interest on a Tax Anticipation Note (TAN) expected to be outstanding for 6 weeks from mid-May to early July, but incurs interest costs of \$15,000 since the TAN is outstanding through August 31, the additional \$10,000 of interest expense would be reimbursable by the MRF.
- **Is there a “match” requirement (like FEMA’s 25% local match) or will the MRF pay 100% of eligible costs?** The MRF will reimburse 100% of the costs for COVID-19-related expenses that are not reimbursable by other federal programs or grants.
 - **Will the MRF reimburse municipalities for the local 25% match for FEMA eligible costs?** No, the MRF will not reimburse municipalities for the 25% match required on FEMA funding. However, we understand that there is a request for 100% reimbursement of FEMA eligible costs (i.e. no 25% local match required on FEMA eligible costs). As far as we know that request has not been approved at the federal level.
 - **The minimum level for FEMA reimbursement is \$3,300. If my municipality does not meet this minimum FEMA threshold, will those otherwise FEMA eligible costs be**

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

- **If an expense is rejected by FEMA, can we subsequently submit it for reimbursement from the MRF even if the expense is outside the time period for which we are requesting reimbursement? For example, can an April expense rejected by FEMA be submitted in our September 15th MRF Reimbursement Request?** Yes, as long as the denial was received by August 31st.
- **What if we receive reimbursement from the MRF for an expense we later determine is eligible for reimbursement from FEMA or a grant through another federal program?** The reimbursement requests will be reviewed before being authorized so claiming items that are known to be reimbursable from FEMA or another program may result in disallowance until the alternate funding source is sought. If the municipality in good faith determined that an item was not allowable under the alternate funding source and obtained reimbursement from MRF, the municipality cannot also seek reimbursement from the alternate source but will not have to pay back the MRF.
- **Will the MRF reimburse municipalities for the payroll taxes associated with payment of the First Responder Stipend?** Yes, municipalities can choose to use the MRF for employer paid payroll taxes associated with the First Responder Stipends.
- **Since the First Responder Stipend will be included in the overtime rate calculation, will the increase in overtime costs due to this stipend be eligible for reimbursement from the MRF?** Yes, municipalities may request reimbursement from the MRF to offset the difference in overtime costs due to the First Responder Stipend being included in the overtime rate calculation.
- **Can a municipality’s allocation from the MRF be used to provide hazardous duty pay for non-First Responders who interact with the public and have increased COVID-19 exposure similar to First Responders, such as Public Works employees and Tax Collector’s office staff? ”.** The [US Treasury FAQ](#) states that hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19. If there are public employees that are being required to work and whose work increases their risk of exposure to COVID-19 because it requires interaction with the public, there is a reasonable argument that they are performing “hazardous duty... related to COVID-19” and therefore a hazard payment could be an allowable expense, even if they are not “substantially dedicated to mitigating or responding to COVID-19”. However, hazard pay simply for being a municipal employee would not be an eligible expense if, for example, the municipal employee is teleworking from home during the State of Emergency.
- **In response to the public health emergency associated with COVID-19, we discontinued recycling and are now experiencing an increase in hauling costs at our**

transfer station. Are these increased hauling costs eligible for MRF reimbursement?

Yes, the increase in hauling costs are an eligible expense under the MRF to the extent that those costs are:

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

- **Regarding childcare costs for First Responders and essential employees due to school closure - who is deemed an “essential” employee? Is it all municipal employees because we are exempt from the Executive Order to stay at home? No, not all municipal employees are “essential” just because government is exempt from the stay at home order. To be reimbursed from the MRF, the need for childcare would have to be traceable to COVID-19.**
- **Would eligible childcare costs have to be paid by the municipality before requesting reimbursement from the MRF? Yes, the municipality will need to incur the eligible childcare cost prior to seeking reimbursement from the MRF.**
- **Are the reimbursements only for daycare arrangements that had to be made on or after March 1 in response to the State of Emergency, or does it also include existing daycare arrangements that were in place before? The MRF would not cover pre-existing day care costs that have not changed due to the State of Emergency. If the cost has increased due to the State of Emergency, the MRF will reimburse the difference between the “normal” childcare rate and the State of Emergency rate. The MRF will only cover costs incurred after March 1.**
- **Unanticipated interest costs on Tax Anticipation Notes (TAN) is a reimbursable expense from the MRF through August 31. However, TAN interest may occur after August 31, possibly even after the December property tax bills are issued. Will TAN interest costs incurred after August 31 be reimbursed? As explained in a previous answer, in September, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30. GOFERR will use this information in considering whether further relief might be needed after August 31.**
- **May MRF payments be used to assist impacted property owners with the payment of their property taxes? MRF payments may not be used for revenue replacement, including property tax revenue shortfalls.**
- **The [Governor’s Program Overview and Guidance](#) describes an allowable cost as “economic support for losses due to business interruptions”. What does this mean? According to the [US Treasury FAQ](#), a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency constitutes an allowable expense. Pursuant to this guidance, the GOFERR Legislative Advisory Board and Stakeholder**

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

- Additional questions and answers are available in the [US Treasury Coronavirus Relief Fund Frequently Asked Questions](#).

GOFERR CORONAVIRUS RELIEF FUND GRANT AGREEMENT
(Municipalities and Counties)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

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

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

1.3. Grantee Name: Town of Henniker

1.4. Grantee Address: 18 Depot Hill Road, Henniker, NH 03242

1.5 Grantee Telephone Number: 603-428-3221 ext. 105

1.6. State Vendor Number: _____

1.7. Completion Date: _____

1.8. Grant Amount not to exceed \$ 117,263

1.9. Grant Officer for State Agency: John Frasier

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

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

A. Majority of Selectmen

_____ Date: _____
Selectmen Signor 1

_____ Date: _____
Selectmen Signor 2

_____ Date: _____
Selectmen Signor 3

B. Designated Signing Authority

Joseph R. Devine Town Administrator Date: May 12, 2020
Print Name: Title:

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

1.12. State of New Hampshire Signature:

_____ Date: _____
Print Name: Title:

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

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

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

3. EFFECTIVE DATE: COMPLETION OF GRANT.

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

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

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

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

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

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

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

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

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

6. RECORDS AND ACCOUNTS.

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

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

7. PERSONNEL.

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

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

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

9. EVENT OF DEFAULT: REMEDIES.

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

Failure to perform the Grant satisfactorily or on schedule; or

Failure to submit any report required hereunder; or

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

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

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

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

Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the

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

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

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

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

10. TERMINATION.

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

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

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

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

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

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

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

14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts

or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

15. INSURANCE AND BOND.

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

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

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire.

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

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

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

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

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

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

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

GOFERR GRANT AGREEMENT EXHIBIT A

Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees that all expenditures for costs that it submits for reimbursement under this agreement shall meet the following criteria:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b.) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
 - c.) were incurred during the period that begins on March 1, 2020, and for purposes of this Agreement, ends on August 30, 2020.

2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow local government to respond directly to the COVID-19 emergency, such as by addressing medical or public health needs. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute.
 - b.) Costs not accounted for in the budget most recently approved as of March 27, 2020 means:
 - (i) the cost cannot lawfully be funded using a line item, allotment, or allocation within the Grantee's budget meeting the above definition, but excluding subsequent supplemental appropriations, including from a rainy day or reserve fund or other budgetary adjustments taken to respond to COVID-19; or
 - (ii) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
 - c.) A cost is "incurred" when the responsible unit of government has expended funds to cover the cost during the period March 1, 2020 to December 30, 2020.

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

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

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

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

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

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

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

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

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

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

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

Necessary expenditures incurred due to the public health emergency

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

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

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

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

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

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

GOFERR GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

In consideration of the satisfactory demonstration of allowable costs as provided in EXHIBIT A, the State agrees to pay the Grantee, _____ in total, a sum not to exceed \$_____ (the Grant Amount)

Drawdowns from the total contracted amount will be paid to the Grantee only after written documentation supporting allowable costs is submitted to GOFERR. Adequate written documentation shall include but not be limited to invoices for purchased goods or services; records of additional costs such as payroll records, or other similar documentation evidencing allowable costs incurred. A brief explanation of the relationship of the cost to COVID-19 shall accompany all payment requests. Failure to submit adequate documentation may delay or preclude the disbursement. EXHIBITS I and J must be received completed before any disbursement can be made.

Disbursement of the Grant Amount shall be made in accordance with the procedures established by the State. Grantee shall submit a payment request on the form provided by GOFERR by e-mail with its executed Grant Agreement no later than June 1, 2020 for all allowable costs incurred from March 1, 2020 to April 30, 2020. Thereafter, GOFERR will accept reimbursement requests in July, and September, as follows:

By July 15, for expenses incurred from May 1, 2020 to June 30, 2020.

By September 15, for expenses incurred from July 1, 2020 to August 31, 2020.

GOFERR will make every effort to issue all checks within 30 days after receipt of the request.

Any amount allocated that exceeds the expenses submitted for reimbursement by a local government from March 1, 2020 to August 31, 2020, will, after August 31, 2020, lapse back to the GOFERR Coronavirus Relief Fund to be available to the State for other disbursement.

All obligations of the State, including the continuance of any payments, are contingent upon the availability and continued appropriation of funds for the services to be provided.

GOFERR GRANT AGREEMENT EXHIBIT C

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.
2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after August 30, 2020.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GOFERR within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.
4. Program and financial records pertaining to this contract shall be retained by the Grantee for 3 (three) years from the date of submission of the final expenditure report as stated in 2 CFR 200.333 – Retention Requirements for Records.
5. The following paragraphs shall be added to the general provisions:

“23. **RESTRICTION ON ADDITIONAL FUNDING.** It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

“24. **ASSURANCES/CERTIFICATIONS.** The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

“25. **COPELAND ANTI-KICKBACK ACT.** All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Grantee, subcontractor or subgrantee shall be prohibited from inducing, by any means,

any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Grantee should report all suspected violations to GOFERR.”

- “26. **PROCUREMENT.** Grantee shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)”
- “27. **CLOSE OUT OF CONTRACT.** By September 15, 2020 Grantee shall submit a report containing an estimate of projected allowable costs through December 30, 2020. The Grantee shall also include in such report allowable costs for which they have not received reimbursement in this allocation to date, as well as losses or revenue, expenses and costs related to COVID-19 that were not allowable.”

GOFERR GRANT AGREEMENT EXHIBIT D
Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

Executive Director, Governor's Office for Emergency Relief and Recovery,
1 Eagle Square, Concord, NH 03301

- (A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Grantee Name

Period Covered by this Certification

Name and Title of Authorized Grantee Representative

Grantee Representative Signature

Date

GOFERR GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

Contract Period: March 1, 2020 – August 30, 2020

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

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

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

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

GOFERR GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GOFERR may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Grantee agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.
- (7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, GOFERR may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

GOFERR GRANT AGREEMENT EXHIBIT G
CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

GOFERR GRANT AGREEMENT EXHIBIT H

**CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

GOFERR GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422 - GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

_____ (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Grantee by GOFERR with federal CARES Act funds, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from GOFERR. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Grantee agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of CARES Act funds extended by GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Grantee by GOFERR including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to GOFERR).

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

GOFERR GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representative(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

(Grantee Representative Signature)

(Grantee Representative Title)

(Grantee Name)

(Date)

GOFERR GRANT AGREEMENT EXHIBIT J cont.**CERTIFICATION**

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____NO

_____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO

_____YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____



Town Hall
18 Depot Hill Road
Henniker, NH 03242

Tel: (603) 428-3221
Fax: (603) 428-4366

Incorporated November 10, 1768
"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Selling Used Tasers

PREPARED BY: Joseph Devine, Town Administrator

BACKGROUND: In February 2020, the Henniker Police Department received 13 new tasers that the town had been paying towards over the past 5 years. These new units are in service with the Officers.

DISCUSSION: Chief French is seeking permission to sell the old tasers. Accredited Security will pay us \$115.00 for each unit. These 13 tasers are no longer needed or being used. Chief French would like to apply the sale of these tasers towards the membership fee with the Central NH Special Operations Unit.

FISCAL IMPACT: \$1495 revenue

TOWN ADMINISTRATOR'S COMMENTS - RECOMMENDATION: I would recommend selling these tasers and applying the money from the sale to the SOU membership fee.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Checkmate HCM

PREPARED BY: Joseph R. Devine, Jr, Town Administrator

BACKGROUND: At the last meeting I gave presentations on two payroll service companies. After speaking with the Board and the companies it was decided to move forward with Checkmate HCM.

DISCUSSION: The board asked the following questions and wanted to see a copy of the contract. Attached please find the contract. Question (1): Does Checkmate assumes liability in the event of a tax law change? Checkmate stated "We operate on a cloud platform, so any midstream tax law changes that occur are pushed directly to the platform in real-time. Should there be any tax issues caused by Checkmate HCM and our actions that result in some type of penalty that we're unable to get abated, yes we will resolve on your behalf." Question (2): Does the contract have any term length to it? Checkmate's response "We don't hold any client to a contract. We have an agreement in place that does ask for 30-day notice of termination of services, should you want to move to another provider."

FISCAL IMPACT: \$8,700

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION: For the town to move forward with direct deposit and earned timekeeping on checks, I would recommend the board authorize the TA to enter into an agreement with Checkmate HCM.



HCM Solutions Proposal

PROPOSAL FOR PAYROLL, TIME & ATTENDANCE AND HRMS SERVICES



Prepared on 5/5/2020 by

Casey Rollins

Vice President of Sales & Marketing



Table of Contents

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- Next Steps.....VII

I. Executive Summary

May 5, 2020

Dear Town of Henniker Leadership Team,

We are very pleased to present you with our proposal for Checkmate HCM software and services, which will be tailored to meet your specific processes, procedures and objectives we discussed as outlined in the Scope of Work section of this proposal. We know the vital role your employees play in achieving success and are confident that our solution will aid you in managing, measuring and developing your strategic workforce goals and your employees.

Checkmate HCM is a scalable, secure, cloud-based solution using a single database platform to gather, store and analyze all employee data for ease of access through an intuitive, online user interface and streamlined processes. So whether you are simply starting with our one of our modular solutions – payroll, time & attendance or HRIS – and adding on as your workforce grows, or implementing a full suite solution from the start, we can always customize your system to be the right fit, at the right time, anytime.

Our personalized service from our Client Account Managers aligns with that of our technology. We believe that there is no such thing as “one-size fits all” when it comes to your human capital management needs. So we will assign your account to one of our dedicated Client Account Managers who will learn the unique details of your company needs and become an extension of your team.

Thank you once again for the opportunity to serve your HCM needs. We look forward to working with you and helping your entire team succeed!

Best regards,

The Checkmate HCM Team

II. Competitive Advantages of HCM



How Can Our Total HCM Solution Benefit You?

Checkmate HCM stores all of your employee data from pre-hire to retire in a single database. As with any solution and data analysis, compiling all related data in one place provides you with greater accuracy (avoid errors in importing/exporting and merging data) and granularity in real-time. Instead of just going about day-to-day functions like processing payroll, keeping time and staying on top of HR paperwork, you can start to gain true value, measurements, insights and operational efficiencies in vital areas like:

- Compensation Management and Benefits Administration
- Labor Productivity and Job Costing
- Employee Training and Development Program
- Performance Management and Succession Planning
- Absence and Leave Management
- Retention, Attrition and Hire Rates by Role, Team and Department
- Streamline Recruiting, Applicant Tracking and Onboarding
- Gauging Employee Engagement and Building Your Corporate Culture
- Efficient and Compliant Employee Scheduling

III. Benefits of Working with Checkmate

We know there are other options available in the payroll and HCM service providers market. Here are a few of the things our clients say set us apart from the competition:

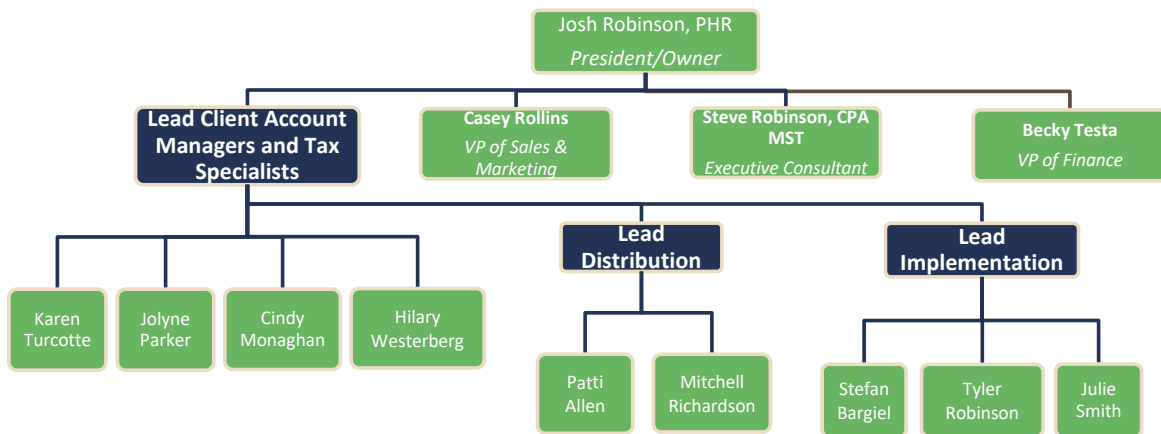
- ✓ Kronos Premier Partner providing and industry-leading HCM platform
- ✓ Single-Source and Intuitive Solution for All of Your Employee Data
- ✓ Over 25 years of experience in payroll processing and HR-related issues in more than 40 states
- ✓ Dedicated Client Account Managers (No Call Centers)
- ✓ SSAE16 Certified for Internal and External Security, Processes and Controls
- ✓ Comprehensive Implementation Materials and Training Developed Specifically for Your Unique HCM Solution

IV. Scope of Work

Based upon our discussions regarding your specific needs, Checkmate shall configure its HCM Solution to include the following functionality and we will provide the following services:

- Full Payroll/Payroll tax filing services
- Accurately Track and display all Employee Accruals/Time off
- Allow Employees to access payroll/time information via mobile app or online
- Streamline all ESS functions in relation to payroll and time keeping
- Provide hardware access points(time clocks) for employee timekeeping
- Provide detailed job costing (if needed)
- Automate Workers Comp reporting to Carrier (if needed)
- Automate NHRS Retirement File Upload (if needed)
- Provide dedicated point of contact at CheckmateHCM for all service needs
- Remove the need to maintain on site IT infrastructure related to HCM services

V. The Senior Checkmate Team



VI. Anticipated Pricing

Payroll Services:

- **One-time Account Setup Fee**
 - \$500.00
- **Weekly Payroll Processing Fee/Tax Filing (65 standard weekly EE's and 35+ monthly Fire EE's)**
 - \$9.50 Per Employee Per Month
 - \$150.00 per month flat fee for **Monthly Fire Fighter Payroll**
- **GL File Output**
 - included, One Time File Setup Fee TBD once needs are assessed (Range of \$200.00-\$500.00)
- **NHRS Reporting**
 - \$1.00 Per Employee Per Month Being Reported On (\$30.00 Monthly minimum)

Annual W2 Processing:

\$6.00 per W2

The Payroll Processing Fee includes the following services:

- Payroll processing: printing checks/vouchers and payroll reports for each pay period
- Direct deposit of employee paychecks
- Filing quarterly and annual payroll tax returns, including: 940, 941/944, and any state specific payroll tax returns
- Payroll tax payments
- Paid time off accrual/balance tracking
- Access to electronic reports – via email or internet download
- Easy to use ad-hoc and pre-designed reporting engine with full export capabilities into 6 file formats (e.g. .xls, .pdf., .csv etc.)
- Use of Checkmate's online payroll management system and access to online pay statements for your employees

Optional Fees and Services

Courier Delivery Fee	\$12.00
Pay Statements Stuffed and Sealed	\$0.50 per printed pay statement
Mobile App	INCLUDED
Multi-State Tax Processing (> 3 states)	\$100 per additional state, per year
PosterLink Subscription Service	INCLUDED
Think HR- Online HR Knowledgebase	INCLUDED
Third Party Checks	\$2.25 per check
New Hire Reporting	\$3.00 per hire

Workforce Ready Time & Attendance– Enterprise

- **TLM Setup Fee**
 - \$300.00 one-time
- **Recurring Usage Fee**
 - \$3.50per active employee, per month (\$75.00 monthly minimum fee may apply if tracking time for under 20 employees)

System Highlights:

- Flexible Accruals Engine
- Time-off Request Workflow
- Customizable Reports
- Exception Tracking for DOL Compliance
- Workforce Management Dashboard
- Scheduling and Workday Breakdown
- Job Costing

VII. Next Steps

Our Partner Roadmap for Success

The key milestones necessary to meet the needs of Town of Henniker are as follows:

- i. Checkmate provides in-depth demo of our HCM technology for key personnel at Town of Webster
- ii. Acceptance of Proposal and signing of Agreement to Provide Workforce Management Solutions
- iii. Checkmate and Town of Henniker create implementation plan for their organization
- iv. Checkmate provides list of information needed for completion of implementation
- v. Town of Henniker provides the above-referenced information with assistance of Checkmate personnel
- vi. Checkmate sets up payroll to accommodate your unique requirements, loads employee demographics, and ensures that everything is accurately set-up and in agreement with filings made to taxing authorities. Checkmate will also upload necessary demographics for Time & Attendance, Scheduling and any possible HRIS usage over time via a phased implementation approach, if needed
- vii. Checkmate trains Town of Henniker staff members to use the platform
- viii. Town of Henniker begins utilizing the HCM suite offered by Checkmate

AGREEMENT TO PROVIDE WORKFORCE MANAGEMENT SOLUTIONS

Between

CheckmateHCM(Checkmate)

and

Business name: Town of Henniker, NH

Payday: _____ Frequency of Pay: _____

You (sometimes also referred to as “Client”) agree to submit the payroll online, fax a completed worksheet, or phone in employees’ hours by: **3 days prior to pay day.**

Checkmate Services Include (check all that apply):

Payroll Services

Checkmate will provide solutions that streamline all tasks associated with payroll processing. Your payroll will be customized to accommodate your unique management needs. Specifically, we will produce a payroll based on your pay frequency and pay date including any and all pre- and post- tax deductions, generate third party payments as required for payroll deductions, garnishments, and payroll tax liabilities. We will provide you with reports, either paper or electronic, that clearly show the pertinent data for your payroll.

It is our expectation that clients review their payroll and payroll reports provided with each payroll. All changes made at your request should be reviewed, starting with the payroll in which the change is to be effective. Any errors identified must be immediately brought to our attention, but in no event later than thirty (30) days after the date of the payroll for which the change was effective.

As long as payroll is submitted by Client three days prior to pay day, Checkmate will guarantee the timely processing of the payroll, such that the employees of the Client will be paid on the scheduled pay day. Checkmate agrees to indemnify and hold Client harmless for losses resulting from its failure to do so. Checkmate also guarantees the accuracy of the payroll that is processed, according to the specific payroll details submitted by the Client online, or provided to Checkmate by the Client via email, phone

or any other method. To the extent that the data processed by Checkmate deviates from the specific details provided by the Client, Checkmate will indemnify and hold Client harmless for losses resulting from its failure to provide accurate payroll services.

Payroll Setup

Checkmate takes full responsibility for setting up your account in our system and if we start your payroll at any time other than the beginning of the year we will enter the payroll amounts for payrolls processed during the year so that the employee W-2's and other annual tax returns accurately reflect each employee's compensation for the year.

Payroll Tax Services

Checkmate will provide complete payroll tax compliance services including; payroll tax deposits, New Hire reporting, and preparation of all required Federal and State monthly, quarterly, and annual tax returns. In order to provide this service Checkmate (or its designee) will withdraw from your designated bank account on the day before pay day the entire amount of the payroll tax liabilities for your payroll. If your federal 941 tax deposit liability exceeds \$99,999 at any time, you will be required to wire the amount of the liability on the day before payday and no amount will be deducted from your bank account. Wire instructions will be provided.

If, at the end of any quarter or at the end of the year, we have not processed any payrolls on your behalf, there will be an additional charge of \$100.00 to prepare any required returns.

Direct Deposit

Checkmate will transfer funds using the Automated Clearinghouse (ACH) to pay Client employees who elect to receive their pay via direct deposit. Under this Agreement, Checkmate's *Preauthorization for the Transfer of Funds*, attached hereto as Addendum A, must be signed by an authorized agent of the Client, and returned to Checkmate, prior to Checkmate processing the first ACH transaction.

Client must abide by the rules of the National Automated Clearinghouse Association, as well as the laws of the State of New Hampshire, Checkmate's *Policy Regarding Impounding of Funds* (attached hereto as Addendum B) and all other applicable rules and regulations with respect to the direct deposit of funds.

Employee Services Features

Checkmate will provide Client access to a self-service, web based system for providing employers and their employees with online access to personnel information, pay statements, time off accruals and other features in accordance with the details of these services described in the accompanying literature and subject to the conditions noted in Addendum C.

Time and Labor Management System

Checkmate will provide Client access to a self-service time and labor management system in accordance with the details of that system described in the accompanying literature and subject to the conditions noted in Addendum D.

Human Resources Information System (HRIS)

Checkmate will provide Client access to a self-service HRIS system in accordance with the details of that system described in the accompanying literature and subject to the conditions noted in Addendum E.

Security and Privacy of Information

Checkmate is responsible for the security, confidentiality and privacy of the information provided to it by the Client. Checkmate will use mutually acceptable methods for protecting such data, given the nature of the information involved (names, social security numbers, income information, etc). Checkmate will not disclose company confidential or personally identifiable information of the employees of the Client to any third party, for any reason, outside of the conditions set forth in this Agreement, without obtaining prior consent from the Client. Checkmate acknowledges and agrees that it is legally obligated to protect the confidential data that it receives from the Client, whether or not such information is designated as confidential. Checkmate agrees to keep in force Cyber Liability insurance to ensure that it has the resources required such that the Client and its employees are protected in the event of a security breach. Checkmate also agrees to comply with all applicable information security laws, including, but not limited to, the laws of the State of Massachusetts, relative to data security, security breaches, and personally identifiable information.

Checkmate agrees to use commercially reasonable safeguards to prevent use or disclosure of information relating to Client or its employees and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, to reasonably preserve and protect the confidentiality, integrity and availability of confidential information, including electronic information stored on a website or on any cloud storage services.

Checkmate agrees, to the extent permitted by law, to destroy or return, all Client information, including all information relating to Client's employees, upon

termination of this Agreement for any reason. To the extent that Checkmate must retain copies of any such information, Checkmate shall continue to maintain the confidentiality of such information.

Fees

Checkmate's fees, unless modified by Addendum F, for standard and optional services selected above are based on the fee schedule currently in effect and supplied separately to you. To obtain payment for our services, we will directly debit your account for each payroll. We will provide you with an invoice identifying such payments, including an appropriate breakdown of the fee.

Miscellaneous

To ensure that personal and private information is kept confidential, Client agrees to transmit any and all employee information (required by Checkmate to provide services to Client hereunder) either by facsimile or through the encrypted, secure file upload service provided by Checkmate.

Checkmate cannot guarantee timely delivery of your payroll if the information is inaccurate or not transmitted by the agreed upon day and time.

You agree to indemnify and hold us harmless (as and to the extent set forth in the following paragraph) from the claims of:

- a. People whom you pay if you issued a stop payment order with respect to a payment that was due to them from you, or your account contained insufficient funds to satisfy a payment you owed to them;
- b. Taxing authorities with respect to payments due to them from you, if their credit was reversed due to insufficient funds in your account; or
- c. Other banks if they suffered damages or loss due to insufficient funds in your account.

Termination; Payment Upon Termination

This Agreement shall terminate at such time as either party provides sixty (60) days' written notice to the other party of its intention to terminate the engagement for any reason. In addition, either party may terminate this Agreement in the event that the other party fails to cure any material breach of any material term of this Agreement following five (5) days' written notice of such breach from the non-breaching party; provided, however, that the Client shall have no opportunity to cure any failure to provide sufficient funds to cover payroll and, in such case, Checkmate shall be entitled to terminate this Agreement effective immediately. The effective date of termination shall be referred to herein as the "Termination Date." In the event of termination of this Agreement by either party, regardless of the reason for termination, the Client shall pay Checkmate the fees incurred through the Termination Date and neither party shall be liable to the other for any further payments solely as a result of such termination.

Entire Agreement

This Agreement contains the entire agreement of the parties as to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties as to the subject matter herein.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Amendment

This Agreement may only be modified or amended in a written document signed by both parties.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New Hampshire without reference to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the state and federal courts situated in New Hampshire.

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the non-signing party.

Counterparts; Facsimile & PDF Signatures

This Agreement may be executed in two or more counterparts (including facsimile or portable document file (pdf) signatures), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COMPANY NAME: **Town of Henniker, NH**

Signature: _____

By: _____
(Print Name) (Title)
Duly authorized

Date: _____

CHECKMATE PAYROLL SERVICES, INC.

Signature: _____

By: **Joshua Robinson** **President**
(Print Name) (Title)
Duly authorized

Date: _____

ADDENDUM A
Pre-Authorization for Transfer of Funds

Date: _____

I, _____, the _____ of Town of Henniker, NH ("**The Client**"), on behalf of **The Client**, hereby authorize **The Client's** bank to pay upon demand a pre-authorized electronic fund transfer prepared by Checkmate, and payable through **The Client's** processing bank for the total of **The Client's** employees' payroll deposits to various financial institutions participating in the EFT banking system of the New England Automated Clearing House (ACH transactions).

The transfer of funds from **The Client's** account will be made two days prior to the effective date on which the funds will be deposited into the employees' accounts.

If there are reasonable grounds upon which Checkmate bases a good faith belief that (i) there are insufficient funds in **The Client's** account to cover any transfers or payments **The Client** has authorized or (ii) **The Client** will return, reverse or dishonor any transfer of funds to Checkmate to cover any transfers or payments it makes on **The Client's** behalf, Checkmate must notify **The Client** of its good faith belief and the grounds therefore no less than two (2) business days prior to any scheduled transfer and provide **The Client** the opportunity to confirm its intention and ability to cover any such transfer or payment. If **The Client** so confirms its intention and ability, Checkmate will proceed with such transfer or payment in accordance with the terms of this Addendum A. Only in the event that **The Client** is unable or unwilling to confirm its intention and ability to cover any such transfer or payment, may Checkmate refuse to authorize its financial institution (the "Paying Bank") to transfer such funds, or reverse the transfer from the Paying Bank to the payroll accounts without any liability to Checkmate.

If any transfer or payment of funds for or on **The Client's** behalf is dishonored or returned for any reason, including, but not limited to, insufficient funds in **The Client's** accounts to cover the transfer, the closing of **The Client's** account, the inability to locate **The Client's** accounts, an unauthorized transfer, a reversal by **The Client** of a transfer, or any other reason, Checkmate will:

- a. Require that **The Client** or **The Client's** bank wire the appropriate funds, including any fees and expenses, to the Paying Bank by no later than 2:00 PM Eastern Time on the day Checkmate notifies **The Client** of the dishonor or return; and
- b. Assess a fee of \$100.00 or 1% (whichever is greater) of the total amount of the dishonored transaction per day, for each day from the date when Checkmate is notified of the dishonored transaction, until Checkmate receives payment via wire transfer for the total amount

ADDENDUM B
Policy Regarding Impounding of Funds

To facilitate the timely and prompt payment of Client's employee direct deposit transactions, employee live check transactions and payroll tax liabilities that Checkmate has been engaged to manage, Client understands, acknowledges and agrees to the following terms and conditions:

1. Checkmate will withdraw funds to cover employee direct deposits from your account forty-eight (48) hours prior to the pay date and deposit said funds into a trust account maintained by Checkmate. Said funds will be deposited into employee accounts from the trust account on payday.
2. Checkmate will withdraw funds to cover all payroll tax liabilities from your account twenty-four (24) hours prior to payday and deposit said funds into a trust account in Checkmate's name maintained by Checkmate.
3. At or before the time of such withdrawal, Client shall have in its account, good, sufficient and immediate funds to satisfy all of Client's then due direct deposit and payroll tax liabilities to be paid by Checkmate on Client's behalf.
4. If, for any reason, Client should fail to provide good and sufficient funds for Checkmate's access to meet Client's payroll obligations, then Client hereby authorizes Checkmate to apply any unremitted payroll tax funds then held by Checkmate towards any payroll deficiency and/or other financial obligation that Client may have to Checkmate hereunder. Checkmate agrees that the only situation that could exist where it would use Client's payroll tax funds for any reason other than the timely payment of Client's payroll tax obligations is in the situation where the Client has failed to meet its financial obligations to Checkmate as specified in the Payroll Service Agreement or this Addendum.

Client's Initials: _____

Checkmate's Initials: _____

ADDENDUM C

Policy Regarding Use of Employee Services Features

Client understands, acknowledges and agrees to the following terms and conditions relative to Checkmate's provision of "Employee Services" (as defined below):

1. Employee Services include the ability of employees/agents to access their pay statements and W-2 forms online; the ability of employees/agents to change their demographic information online; W-4 elections and such other Employee Service features Client (in its discretion) may add, delete or make available to Client employees.
2. Checkmate is a conduit for all information relative to employee services and relies solely upon Client for valid and accurate information.
3. Direct deposits are subject to the Federal Electronic Funds Transfer Act (15 U.S.C. § 1693 *et seq.*), federal Regulation E (12 C.F.R par 205), and National Automated Clearing House Rules. Checkmate's HRIS is the channel for your employees to designate Direct Deposit routing and account information. Checkmate is not liable for the accuracy of any bank information entered; this includes data entered by the Client or agent of the Client, an individual employee, or in documentation submitted to Checkmate for manual entry.
4. Client shall put in place measures reasonably likely to result in employee information being kept current and up to date and shall regularly convey such employee information to Checkmate.
5. All employee information will be encrypted and password protected.
6. Client will put in place reasonable measures to ensure that employee changes reported to Client will be conveyed in a timely manner to Checkmate.
7. Client is responsible for the management of their employee's/agent's access to the payroll records and for maintaining the privacy of such information. This includes: (a) managing how Client's employees/agents use and access Checkmate's system; (b) monitoring and approving changes made by the employee/agent to their records; and (c) removing employee/agent access upon termination (employees will continue to have access to Checkmate's system unless and until removed by Client).
8. Client is responsible for securely transmitting its employees'/agents' personal data to Checkmate. Confidential personal data should not be transmitted via e- mail or voice mail.

Client's Initials: _____

Checkmate's Initials: _____

ADDENDUM F – Pricing

Payroll Services:

- **One-time Account Setup Fee**
 - \$500.00
- **Weekly Payroll Processing Fee/Tax Filing (65 standard weekly EE's and 35+ monthly Fire EE's)**
 - \$9.50 Per Employee Per Month
 - \$150.00 per month flat fee for **Monthly Fire Fighter Payroll**
- **GL File Output (If needed)**
 - included, One Time File Setup Fee TBD once needs are assessed (Range of \$200.00-\$500.00)
- **NHRS Reporting**
 - \$1.00 Per Employee Per Month Being Reported On (\$30.00 Monthly minimum)

Annual W2 Processing:

\$6.00 per W2

The Payroll Processing Fee includes the following services:

- Payroll processing: printing checks/vouchers and payroll reports for each pay period
- Direct deposit of employee paychecks
- Filing quarterly and annual payroll tax returns, including: 940, 941/944, and any state specific payroll tax returns
- Payroll tax payments
- Paid time off accrual/balance tracking
- Access to electronic reports – via email or internet download
- Easy to use ad-hoc and pre-designed reporting engine with full export capabilities into 6 file formats (e.g. .xls, .pdf., .csv etc.)
- Use of Checkmate's online payroll management system and access to online pay statements for your employees

Optional Fees and Services

Delivery Fee	\$12.00
Pay Statements Stuffed and Sealed	\$0.50 per printed pay statement
Mobile App	INCLUDED
Multi-State Tax Processing (> 3 states)	\$100 per additional state, per year
PosterLink Subscription Service	INCLUDED
Think HR- Online HR Knowledgebase	INCLUDED
Third Party Checks	\$2.25 per check
New Hire Reporting	\$3.00 per new hire

Client's Initials: _____

Checkmate's Initials: _____



Town Hall
18 Depot Hill Road
Henniker, NH 03242

Tel: (603) 428-3221
Fax: (603) 428-4366

Incorporated November 10, 1768
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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Azalea Park Grant Update

PREPARED BY: Joseph Devine

BACKGROUND: In 2018 Azalea Park obtained a grant for a rain garden drainage project. The committee approached the Board and asked to have the funds to complete the project prior to receiving the grant money. To date the town has not been reimbursed for the money the committee was fronted. The concern is no tax dollars are to be used to fund the park.

DISCUSSION: Selectman Scott Osgood will give an update of the Azalea Park Committee.

FISCAL IMPACT: Unknown

RECOMMENDATION: N/A

ATTACHMENTS:

Description

Upload Date

Type



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 6, 2020

TITLE: Policy of Sidewalk Café's

PREPARED BY: Joseph R. Devine, Jr, Town Administrator

BACKGROUND: I have been approached by a local downtown business inquiring about using the sidewalk for dining.

DISCUSSION: This policy intends to enable the operation of sidewalk cafes within the public right-of-way in the downtown area while at the same time regulating their use to protect and promote the public health, safety, and welfare of the Town's citizens.

FISCAL IMPACT: N/A

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION I would recommend we refer this policy to 2nd reading and public hearing.



**Town of Henniker
Policy on Sidewalk Cafés**

**Select Board Policy on Sidewalk Cafe
TOWN OF HENNIKER**

I.6 SIDEWALK CAFÉS – PERMITS

Adopted and Effective

Purpose and Intent

It is the intent of this policy is to enable the operation of sidewalk cafes within the public right-of-way in the downtown area while at the same time regulating their use to protect and promote the public health, safety, and welfare of the Town's citizens.

Permit Standards

A "sidewalk Cafe" is permitted as an extension of any permitted restaurant in the Central Business District after demonstration of compliance with the following standards:

- 1) A detailed plan of the proposed seating arrangement and layout of pedestrian corridors; pedestrian corridors for sidewalk use and restaurant access shall be maintained in a manner that does not disrupt pedestrian traffic flow and has an unobstructed travel way that is a minimum of 36 inches in width;
- 2) Seats and tables shall be structurally sound;
- 3) Placement of a sidewalk cafe or outdoor seating shall be limited to the area of sidewalk directly in front of the restaurant establishment;
- 4) Provide proof of a \$250,000 liability insurance policy which names the Town as a co-insured entity;
- 5) The location of the seats and tables will not jeopardize the health, safety, license, and welfare of the general public, and chairs shall be placed not closer than two feet to the sidewalk curb.
- 6) Tables, chairs, and benches shall be allowed year-round; however, tables, chairs, and benches shall be removed from the sidewalk nightly during the winter months so they do not obstruct snow removal equipment or impede winter operations in any way; and
- 7) Permittees shall be responsible to maintain the orderly placement and cleanliness of the area in front of their establishment. Permittees shall ensure that paper, dishware, flatware, etc., are removed from tables and the surrounding sidewalk to ensure the aesthetics of the area and downtown are maintained.

Duration

Each sidewalk café area shall be permitted every year. Request for renewals shall be made by March 15th of each year, and evaluated at the time of application and based on the previous year's compliance with the permit standards above.

Licensing Process

- 1) License applications shall be made to the Town Administrator. The application shall be reviewed by the Planning Department, Police Department and Highway Department based on the standards noted in "Permit Standards"
- 2) The license application shall be acted upon within 30 days of submittal. If not acted on within that timeframe, the application will be considered approved.
- 3) If the application is denied, the applicant shall be notified, in writing, within seven days of the denial. Such written notification will include an explanation of the reason for denial.
- 4) Each license granted under this article is granted on the condition that all provisions of this article shall be complied with. Any violation of any term of this article constitutes a violation of the conditional granting of the license itself.
- 5) If the town believes that such a violation has occurred, the Town Administrator or designee shall notify the holder of the license in writing of the nature of the violation.

Appeals

Applicants may appeal the denial of an application to the Select Board.

Damage to obstructions

Any damage by any cause whatsoever will be at the sole expense of the obstruction owner.

Hold Harmless

Every person or other entity which places or maintains an obstruction on a public sidewalk in the town shall file a written statement with the town clerk satisfactory to the town attorney, whereby he or it agrees to indemnify and hold harmless the town, its officers, select board members, and employees, for bodily or personal injury, and property damage sustained by any person as a result of the installation, use or maintenance of such obstruction.

Penalty

Any person, firm, or corporation violating any provision of this article shall be fined \$100.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Service of alcoholic liquor or beverages

- 1) Outdoor dining establishment agrees at all times to comply with all laws, rules, and regulations of the New Hampshire State Liquor Commission and all other local, state, and federal laws. Approval of the Sidewalk Café License Agreement by the State Liquor Commission is required. Alcohol beverage violations shall be self-reported to the State Liquor Commission and the Town Administrator. See RSA 178:24 and 179:27
- 2) Sidewalk Café establishments shall only serve alcoholic beverages to patrons who are seated at a table and who are ordering food with service at tables conducted by wait staff only.



Sidewalk Cafe License Application

Town of Henniker, New Hampshire
Office of the Town Administrator
18 Depot Hill Rd. Henniker, NH
Telephone: (603) 428-3221

Issue Date: _____
License#: _____
(This area for office use only)

Please complete the following application and submit it to the Town Administrator's Office.

Address of proposed Outdoor Dining Area ("Area"): _____

Assessor's Map: _____ Lot: _____ Block: _____ Zoning District: _____

Applicant: _____

Address (Street/City/State/Zip): _____

Phone number(s): _____

Email: _____

Property Owner: _____

Address (Street/City/State/Zip): _____

Phone number(s): _____

Please check the following boxes as they are completed.

A dimensioned site plan is attached to this Application depicting the following: the existing conditions, including a depiction of public infrastructure such as curb lines, light poles, bike racks, street trees, tree grates, manhole covers, meters, licensed A-frame signs, adjacent on-street parking and loading zones, adjacent accessible sidewalk curb cuts and the like, the proposed table/chair layout plan for outdoor dining dimensioned routes of travel within the outdoor dining area and on the adjoining public sidewalk, as well as detail sheets for the proposed enclosure system, tables, chairs, lighting, trash receptacles, and the like.

Copy of license from New Hampshire Liquor Commission, if applicant intends to serve alcohol.

Proof of liability insurance of at least \$250,000 listing the Town of Henniker as additional insured.

The Town Administrator will not review incomplete applications. All questions must be answered and all applicable check boxes must be checked. Failure to do so shall result in an incomplete application which will not be processed. The undersigned attests that the supplied information is accurate and complete and requests that the Town Administrator proceed with processing this.

Applicant Signature

Date

****TOWN ADMINISTRATOR'S OFFICE USE ONLY****

*** OFFICE USE ONLY - DO NOT WRITE IN THIS SPACE ***

Paid: Cash \$ _____ Check # _____

Police Chief **Approval:** _____ **Date** _____

Planning **Approval:** _____ **Date** _____

Road Agent **Approval:** _____ **Date** _____

THIS LICENSE IS ISSUED with the following conditions: DENIED for the following reason(s):

Approved By: _____ Date: _____

JOSEPH R. DEVINE - TOWN ADMINISTRATOR



Town Hall
18 Depot Hill Road
Henniker, NH 03242

Tel: (603) 428-3221
Fax: (603) 428-4366

Incorporated November 10, 1768
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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: May 14, 2020

TITLE: Amending Chapter 25

PREPARED BY: Joseph R. Devine, Jr, Town Administrator

BACKGROUND: This ordinance was last amended on March 6, 2018. With the town discontinuing building permits and inspections I felt this was a good time to amend this ordinance to bring it in line with what the town is doing.

DISCUSSION: I have looked at our current fee structure and the fees of surrounding communities. I feel this is a delicate balance because if we increase the fee structure, we have to make sure we are not slowing growth. From my work with other communities, I do not feel an increase will slow or stop new home development. One of the major changes with moving to a zoning permit is ALL work would not require a permit. I feel rather than charging by the square foot it is easier to charge by the cost of construction or using an over and under for the square footage.

FISCAL IMPACT: N/A

TOWN ADMINISTRATOR'S COMMENTS – RECOMMENDATION We had a first reading on this policy on April 21, 2020. I would recommend we adopt these changes.

ATTACHMENTS:

Comparison of Communities

Henniker Current Fees (4,950)		Town of Sunapee - Only Zoning (3,432)		
Residential Single Family	\$75 or \$0.25 per sq. ft.	New Home:	Up to 2000 S/F	\$600
Residential Single Family	\$75 or \$0.25 per sq. ft.		2000-5000 S/F	\$1,200
Commercial under 1000 sq ft	\$75 or \$0.25 per sq. ft.		5000 S/F +	\$1,800
Commercial over 1000 sq. ft	\$100 or \$0.25 per sq. ft.	Residential Alterations	Up to 500 S/F	\$180
Additions: garages, decks	\$75 under 600 sq. ft. or \$0.25 per sq. ft.		500 S/F +	\$360
Sheds	\$50	Sheds/Decks/Porches		\$60
Swimming Pool	\$50	Garages		\$300
Fence	\$50	Commercial, Institutional	Change of Footprint	\$240 + \$.60 S/F
Demo	\$50	Multifamily	No change Footprint	\$120 + \$.60 S/F
Signs	\$50	Demo		\$75
Driveways	\$5	Sign		\$30
		Driveway		\$75
		Temporary Structure		\$75
		Telecommunications Tower		\$1,500
Town of Hillsborough (5,999)		Town of Weare (9,011)		
Residential over 200 Sq. ft.	\$50 plus \$0.25 per sq. ft.	All structures		\$50 plus \$0.50 per sq
Commercial	\$100 plus \$0.25 per sq. ft.			
Swimming Pools	\$50			
Demo	\$25			
Town of Brentwood (4,712)				
Residential "Heated Space"	\$50 plus \$0.50 per sq. ft.			
Residential "Unheated Space"	\$50 plus \$0.25 per sq. ft.			
Commercial Space "Heated"	\$100 plus \$0.50 per sq. ft.			
Commercial Space "Unheated"	\$100 plus \$0.25 per sq. ft.			
Plan Review	\$50			
Alterations	\$50 plus \$0.15 per sq. ft.			

Comparison of Communities Continued

Town of Northfield (4,866)		Town of Epsom - Only Zoning (4,713)		
New Single Family	\$300	Single Family/Mobile		\$750
New Multi Family	\$350 plus additional \$200 for each unit	Duplex		\$750
Addition	\$25 plus \$0.10 per sq. ft.	Accessory Dwelling		\$300
Commercial/Industrial New	\$750 plus \$0.20 per sq. ft.	Commercial Building		\$750
Commercial addition	\$300 plus \$0.20 per sq. ft.	Mobile Home in Park		\$325
Interior/exterior renovation	\$300 plus \$0.20 per sq. ft.	Additions	50% of current sq. ft.	\$75
Demo	\$25		51% of current sq ft.	\$175
Sign	\$25	Deck, Shed, Pool		\$40
		Demo		\$30
		Business Permits	In Home	\$30
			Single Building	\$100
		Signs		\$50
Town of Hopkinton (5,670)		Town of Chester (5,039)		
Permit Fee (res/comm/ind)	\$.024 per sq. ft.	Cost of Construction	Calculated of sq ft.	\$7 per \$1000
Garage, Barn, Shed	\$.12 per sq. ft.	Residential	Living Space	\$120 per sq. ft.
Deck, pool, porch, renovation	\$.12 per sq. ft.		Outbuilding	\$51 per sq. ft.
			Deck/Porch	\$48 per sq. ft.
Inspection Fees			Renovations	\$56 per sq. ft.
Residential	\$150.00	Commercial	New	\$124 per sq. ft.
Res Units (Apt. condo)	\$150.00 x # of units		Renovations	\$200 per sq.ft under 1000
Residential Additions	\$50.00			\$12 per sq. ft. + 100
Garage, Barn, Pool	\$50.00		Outbuilding	\$51 per sq. ft.
Shed, deck, porch, roof, solar	\$25	Demo Permit		\$50
Commercial	\$125.00	Driveway	Residential	\$100
Industrial	\$150.00		Commercial	\$200
Plan Review Res	\$75		Multifamily	\$150
Plan Review Comm/Ind	\$150.00			

JOSEPH R. DEVINE, JR.
TOWN ADMINISTRATOR



INCORPORATED NOVEMBER 10, 1768
"ONLY HENNIKER ON EARTH"

TOWN OF HENNIKER, NEW HAMPSHIRE
OFFICE *of the* TOWN ADMINISTRATOR

MEMORANDUM

TO: Select Board
FROM: Joseph R. Devine
SUBJECT: Amend Ordinance #25
DATE: April 16, 2020

After reviewing the permit fees of surrounding communities and similarly sized communities, I would recommend we modify our fee structure. We are no longer conducting inspections for building permit purposes, electrical permits, plumbing permits, and mechanical permits. We will however be conducting zoning inspections on all projects regardless of the cost of construction.

New Home:	Under 2,000 square feet	\$200
	2,000- 5,000 square feet	\$400
	Over 5,000 square feet	\$600
Residential Alterations:	Up to 500 square feet	\$75
	Over 500 square feet	\$150
Sheds, deck, porches, pools, fence, demo, driveway		\$75
Garages		\$125
Commercial/Industrial	New	\$500
	Addition (Change in footprint)	\$250
	Renovation (No change in footprint)	\$150



**Town of Henniker
Board of Selectmen Meeting
Tuesday, May 5, 2020
Virtually via the platform Zoom**

- Members Present:** Chairman, Kris Blomback; Vice Chair Tia Hooper; Selectman Peter Flynn; Selectman Scott Osgood; Selectman Leon Parker
- Town Administrator:** Joseph R. Devine Jr.
- Recording Secretary:** Kelly McCutcheon
- Virtual Zoom Guests:** Susan Adams, Bill Marko, Danny Teaze, Lori Marko, Thomas Inzinga, Cordell Johnston, Mike Flecchia, Jaclyn French, Michael Pon, Marisa Dobbins, Allison Mrohs, Joyce Boyse, Stephanie Teaze, Mike French, Caleb Dobbins, Joan O'Connor, Matthew Colby, Matthew French, Jean Eaton, Heidi Aucoin, Kristen Bergeron, Russ Roy

ANNOUNCEMENTS:

“COVID-19 - Public Meeting Procedures Notice Due to the COVID 19/Coronavirus crisis and in accordance with Governor Sununu’s Emergency Order #12 pursuant to Executive Order 2020-04, Henniker Board of Selectmen is authorized to meet electronically. The Town of Henniker will be utilizing the Zoom platform for this electronic meeting. Please note that there is no physical location to observe and listen contemporaneously to the meeting, which was authorized pursuant to Governor Sununu’s Emergency Order #12 pursuant to Executive Order 2020-04. All members of the Board of Selectmen have the ability to communicate contemporaneously during this meeting through the Zoom platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting by following the link below, or dialing the number below and entering the ID number at the prompt. For those who want to provide public testimony in the Public Hearing portion of the meeting, and you are connected to the Zoom website, you may click on the Raise Hand icon in the Attendees Section of Zoom to make the request. When the time is appropriate, you will be recognized so you can provide your testimony. For those calling in who want to provide public testimony, dial *9 to alert the host that you wish to speak. The host will unmute you at the appropriate time/during the public hearing portion of the meeting. All participants please keep your phones and computers on mute unless speaking. Website Address: <https://zoom.us/j/98272257537> Telephone Dial: +1 646 558 8656 Meeting ID: 982 7225 7537 Members of the public can also email questions or other public testimony to townadministrator@henniker.org. Staff will read the testimony or questions into the record during the meeting. Any member of the public can also call the Town of Henniker at 603-998-1492 or email townadministrator@henniker.org if they are unable to access the meeting.”

PUBLIC COMMENT #1

Caleb Dobbins stated his concern over the sidewalk café on the agenda with Governor Sununu's updated Stay-At-Home Order 2.0 allowing restaurants to open May 18 for outdoor seating, as long as there is 6ft between tables and 6ft for the servers to stand away from the tables. In addition, with those restrictions in place, pedestrians would be forced into the street going against all the efforts to make Henniker a more walkable community.

Chair Blomback thanked Caleb and then asked that all the virtual guests please include their full names to accurately reflect in the minutes opposed to screen names or nick names.

CONSENT AGENDA ITEMS

Item 1: Intent to Cut: Map/Lot 1-570

Item 2: Intent to Cut: Map/Lot 1-44/43/14/70

Item 3: Warrant for the Collection of Excavation Taxes: Map/Lot 1-587-A

Item 4: Warrant for the Collection of Excavation Taxes: Map/Lot 1-44, 1-539-C, 2-103-X

Item 5: Intent to Excavate: Map/Lot 1-680

Item 6: Intent to Excavate: Map/Lot 1-679

Item 7: Intent to Excavate: Map/Lot 2-103-X

Item 8: Intent to Excavate: Map/Lot 1-539-C

Item 9: Intent to Excavate: Map/Lot 1-044

Item 10: Intent to Excavate: Map/Lot 1-587-A

Item 11: Intent to Excavate: Map/Lot 1-549-F3

Item 12: Intent to Excavate: Map/Lot 1-603-X1

Vice Chair Hooper moved to approve the consent agenda as presented. Selectman Parker seconded. Motion carried 5-0.

NEW BUSINESS

Item 13: Discussion: Financial Update from Finance Director

Financial Director Russ Roy provided the Board with several reports regarding the town's current operation and financial situation. Currently, the town has collected \$432,000 in taxes compared to \$735,000 last year. Motor vehicle registrations are only down 7% year to date; dog registration is down 50%; and there is \$71,000 in Highway Grant Block money and \$104,000 from rescue collection. Russ was able to advance \$750,000 on credit line from Franklin Savings bank and is hopeful revenues will continue to come in.

Vice Chair Hooper asked about anticipated revenue short falls. Russ responded the room and meal tax will be impacted and that he has the TAN in as back up funding source if needed if the town needs a cash flow injection come December and to support the school.

Chair Blomback stated he received an email from a resident regarding the tax liens and unpaid taxes. Financial Director Russ Roy discussed the numbers going back to 2016, and the numbers show fluctuations each year and that there is no need panic. Russ also stated that town liens for

water and sewer never go past one year. Selectman Parker stated there was no increase this year compared to last year. Vice Chair Hooper stated her concern over a potential second waive of COVID-19 this fall and would like the town to plan for the worst-case scenario. To date, the town is operating at 20% of its operating budget and the numbers are comparable to operational costs last year at the same time.

Selectman Flynn stated the Board could lower the budget from what was originally planned and may want to consider removing warrant articles while leaving the operating budget intact.

Item 14: Approval: Henniker Helps

Town Administrator Joe Devine stated the town is looking for ways to help ease residents' burdens. His first proposal is a property tax relief starting with the July bill. Residents will have the option to pay their taxes in five 20% payments at 4% interest. Currently, interest is 8% if taxes are not paid on time. Low income homeowners can apply for rebates through the state for property taxes. Residents who need exemptions or credits, the deadlines have been extended. They can apply on the town website or call town hall and speak with Helga.

For assistance:

- Housing Assistance is available through the Henniker Grange
- Henniker Food Assistance is available providing meals for students through the Henniker food pantry
- Business Assistance is available through the State and Federal government
- Sewer Utilities: Residents on town sewer will also be eligible to pay their bill in 5 payments of 20% at 4% interest.

Chair Blomback praised the town administrator on the Henniker Helps presentation. Vice Chair Hooper agreed with providing relief for residents.

Vice Chair Hooper moved to accept the extended property tax payments as presented. Selectman Parker seconded. Motion carried 5-0.

Vice Chair Hooper moved to accept the extended sewer bill payments as presented. Selectman Parker seconded. Motion carried 5-0.

Item 15: Discussion: Town Meeting Update from Moderator

Town Moderator Cordell Johnston stated Town Meeting will need to be postponed again since Stay at Home 2.0 has been extended until May 31, 2020 and prohibits the gathering of 10 or more people.

The Board had a discussion on adopting the default budget from last year or to postpone Town Meeting until the Stay at Home Order has been lifted and gatherings of 50 or more people are allowed.

The Board by consensus agreed to postpone Town Meeting until June 6,2020.

Item 16: Approval: Open Patrolman position posting

Police Chief Matt French stated Steven Dennis has given his resignation; he has taken a position with the NH Fire Marshal's Office. Chief French is seeking permission to move forward with replacing him.

The Board discussed holding off on filling the position given the town's current financial situation. Chief French stated it would take a minimum 60 days from advertising the position before he would come before the Board with a recommendation. Selectman Flynn asked about the current status of the department. Chief French said they have been shorthanded before and are keeping their nose above water for the time being.

Chair Blomback moved to allow Police Chief French to advertise for the open position, with the understanding there is a 90-day moratorium on hiring should the fiscal situation deteriorate. Vice Chair Hooper seconded. Motion carried 5-0.

Chair Blomback thanked the chief and the department for all they do. Vice Chair Hooper asked Chief French if there was anything the department needed. Chief French stated they could use aerosol disinfectant like Lysol. Vice Chair Hooper stated she would drop some off tomorrow.

Item 17: Discussion: Payroll Service

Joe Devine solicited three bids from companies but only received responses from ADP and Checkmate. He discussed the benefits and disadvantages of both companies and recommend Checkmate based upon their experience with municipalities, the NH Retirement System, and benefits, as well as being locally based. The Board asked Joe questions regarding discussed the bids.

Selectman Parker moved to authorize the Town Administrator to enter negotiations with Checkmate and to gather all the contracts, including security, as requested by Vice Chair Hooper. Vice Chair Hooper seconded. Motion carried 5-0.

Item 18: First Reading: Sidewalk Dining Policy

Joe Devine stated the policy was drafted prior to the Governor's update Orders and is geared towards the downtown. The policy is a merger of what other towns have established and ensures ADA (Americans with Disabilities Act) compliance, as well as the ability to provide liability insurance.

Selectman Flynn moved to advance to a second reading. Vice Chair Hooper seconded. Motion 5-0.

OLD BUSINESS

Item 19: Discussion: Azalea Park Grant Update

Selectman Osgood and Susan Adams stated they have communicated with Lori Sommer at the Department of Environmental Services (DES); she is assisting them in completing the required paperwork. In addition, they discussed the school's propane project. Chair Blomback quoted one of Lori's emails expressing her concern over the school's proposed site. Selectman Osgood assured the Board that was about where another rain garden is to be built. Matt Colby stated everything has been marked out with spray paint if the Board wishes to view it, and that their engineers have applied for the shoreland permit and are awaiting response from DES.

Susan stated she understands the Board's concern with the delayed report, but to be fair the woman working on the report was given conflicting information from several DES employees over the last several months until they established a solid contact with Lori Sommer; everything should be completed in the next two months. Vice Chair Hooper stated she would like the report completed as soon as possible and expressed her concern about the propane tanks next to the ball fields and the impact on the Cogswell Trust land.

Item 20: Second Reading: Public Hearing – 1.2 Zoning Permit Selectmen Policy Revised

Chair Blomback asked Joe Devine if he has received any pushback or comments, he has not. The town planner has reviewed and approved the policy. A zoning permit is only required if you are adding square footage. Remodeling a kitchen or replacing a deck does not require a zoning permit; however, if you are adding square footage to your kitchen or deck then you would need to file a zoning permit. Life Safety Inspections will be performed by the Fire Department.

Public comment

Bill Marko stated his concern over how the zoning permit works when it comes to enforcing the building code. He mentioned when building a deck past a certain height, railings are required for safety, and asked who would be checking and enforcing projects are done to code? Joe Devine stated that it is the builders' responsibility to build to code.

Selectman Flynn moved to waive the 3rd reading and adopt the zoning permit process as presented. Selectman Osgood seconded. Motion carried 5-0.

Item 21: Second Reading: Request for Board's Approval of Temporary Policy on Public Meetings

Public comment: None

Selectman Parker moved to waive the 3rd reading and adopt the temporary policy as presented. Vice Chair Hooper seconded. Motion carried 5-0.

OTHER BUSINESS/CORRESPONDENCE

Item 22: Acceptance of Board of Selectmen Public Hearing Minutes – February 10, 2020
Vice Chair Hooper moved to approve as amended. Selectman Parker seconded. Motion carried 5-0.

Item 23: Acceptance of Board of Selectmen Non-Public Meeting Minutes – March 3, 2020
Vice Chair Hooper moved to approve item 12 non-public as presented and to seal the minutes. Selectman Flynn seconded. Motion carried 5-0.

Vice Chair Hooper moved to approve item 13 non-public as presented and to seal the minutes. Selectman Flynn seconded. Motion carried 5-0.

Item 24: Acceptance of Board of Selectmen Non-Public Meeting Minutes – March 17, 2020
Vice Chair Hooper moved to approve amended and seal the minutes. Selectman Parker seconded. Motion carried 5-0.

Item 25: Acceptance of Board of Selectmen Public Hearing Minutes – March 26, 2020
Vice Chair Hooper moved to approve as presented. Selectman Flynn seconded. Motion

Item 26: Acceptance of Board of Selectmen Meeting Minutes – April 21, 2020
Vice Chair Hooper moved to approve as presented. Selectman Parker seconded. Motion carried 5-0.

Item 27: Acceptance of Board of Selectmen Non-Public Meeting Minutes – April 21, 2020
Vice Chair Hooper moved to approve as presented and seal the minutes. Selectman Flynn seconded. Motion carried 5-0.

Item 28: Town Administrator's Report

- Emergent leader classes put off until 2021 although some virtual classes are available.
- Henniker is behind in their 2020 census responses; it is important to respond since it helps determine how much State and Federal money to town receives.
- The Memorial Day parade is canceled but flags will still be placed on headstones on Thursday.
- Virtual town meetings are still happening, and past meetings are on the town website.
- The Highway Dept. is looking for guidance moving forward regarding their operating cost. Vice Chair Hooper stated the roads had been neglected for over 30 years and they should be using their operating budget to maintain the roads and keep them from further deterioration. Chair Blomback agreed.

Board Reports:

Selectman Flynn stated he misspoke as the last meeting regarding the Athletics Committee. The soccer program is still having signups from June 1 - July 8 although they are not putting up goals currently. The swimming program is canceled as are the photos for the baseball teams.

Vice Chair Hooper stated the Henniker Lions Club is starting up their garden again to assist the Henniker Food Pantry.

Selectman Osgood stated the Rotary Club is also helping and that Azalea Park has issues with beavers chewing up trees and there is fence damage. Vice Chair Hooper suggested contacting Fish and Game to have them assist with the beavers.

Selectman Parker stated half of the Road Management Committee have suggested a meeting and asked Joe if he would schedule a zoom meeting for them. Vice Chair Hooper stated she received a call over the weekend regarding overflowing dumpsters again. Joe will speak with the Health Officer regarding the matter.

PUBLIC COMMENT #2

Alison Mrohs emailed the Highway Superintendent about drainage from the road into her backyard and the damage it caused.

Heidi Aucoin stated she reviewed the tax liens and found discrepancies on several she verified. Chair Blomback thanked her for bringing it to the Board's attention and asked to email over the ones she had verified.

Joan O'Connor stated they will have to put wire around the important trees to protect them from the beavers.

NON-PUBLIC

Item 29: Non-public RSA 91-A:3, II (e)

Item 30: Non-public RSA 91-A:3, II (a)

UPCOMING DATES

May 9, 2020 – Town Meeting

May 19, 2020 – Board of Selectmen Meeting

May 25, 2020 – Memorial Day (Town Office Closed)



**Town of Henniker
Selectmen Meeting
May 12, 2020
Digital Platform**

Non-Public #1: Non-Public RSA 91 - A:3 Personnel

Members Present: Kris Blomback, Chair; Tia Hooper, Vice Chair; Peter Flynn, Selectman; Scott Osgood, Selectman; Leon Parker, Selectman

Recording Secretary: Tia Hooper, Vice Chair

Meeting called to order 6:06 p.m.

Vice Chair Tia Hooper moved and Chair Kris Blomback seconded the motion to enter into non-public session, pursuant to the authority granted in RSA 91-A:3 Personnel. A roll call vote was taken Chair Blomback- yes; Vice Chair Tia Hooper – yes; Selectman Peter Flynn- Yes; Selectman Scott Osgood – yes; Selectman Leon Parker – yes. (Motion passed 5-0)

Item 1: Non-public RSA 91-A:3 Personnel

The Board of Selectman went into non-public under RSA 91 – A:3 Personnel to discuss the performance of the Town Administrator.

Robust discussion ensued amongst the board. Discussion included and was not limited to the concern of the optics of providing a raise at this time and financial issues due to Covid-19. The Board of Selectmen unanimously agreed that Town Administrator was doing a good job. However, board members were concerned over public perception and the town’s uncertain financial future.

Peter Flynn moved that the Henniker Board of Selectmen provide the Town Administrator a \$5000.00 raise effective June 1, 2020. Leon Parker seconded the motion. A roll call vote was taken, Chair Kris Blomback – Yes; Vice Chair Tia Hooper – No; Selectman Peter Flynn – Yes; Selectman Scott Osgood – Yes; Selectman Leon Parker- Yes. (Motion passed 4-1)

Vice Chair Tia Hooper moved and Selectman Leon Parker seconded the motion to come out of non-public session pursuant to the authority granted in RSA 91-A:3. A roll call vote was taken, Chair Blomback- yes; Vice Chair Tia Hooper – yes; Selectman Flynn – yes; Selectman Osgood – yes; Selectman Parker - yes. Motion passed 5-0

The non-public concluded and the Board of Selectman re-entered public session at 6:24 p.m.

Peter Flynn moved that the Henniker Board of Selectmen provide the Town Administrator a \$5000.00 raise effective June 1, 2020. Leon Parker seconded the motion. A roll call vote was taken, Chair Kris Blomback – Yes; Vice Chair Tia Hooper – No; Peter Flynn – Yes; Scott Osgood – Yes; Leon Parker – Yes (Motion passed 4-1)

Motion to Adjourn:

Vice Chair Tia Hooper made a motion to adjourn, Leon Parker, seconded. A roll call vote was taken, Chair Kris Blomback – Yes; Vice Chair Tia Hooper – Yes; Peter Flynn – Yes; Scott Osgood – Yes. (Motion passed 5-0).

Meeting adjourned at 6:28 p.m.

Respectfully submitted,

Tia Hooper

Vice Chair, Board of Selectmen – Town of Henniker

Department Reports April 2020:

Assessing

Building

Finance

Fire

Highway

Police

Rescue

Town Clerk

Transfer Station

Wastewater

MEMORANDUM

Helga Winn, Assessing Technician
18 Depot Hill Road
Henniker, NH 03242
Phone 603-428-3221 x 2 ~ Fax 603-428-4366
Assessing@Henniker.org

TO: Joe Devine, Town Administrator
DATE: May 7, 2020
RE: Monthly Report

Assessing Report for April 2020

- Four Intents to Cut approved for lots 590-FX, 539-C, 603-X1, and 77-X2.
- Three Intents to Excavate approved for lots 605, 605-A, and 615.
- Warrant for Collection of 2019 Excavation Taxes and bills issued for lots 44, 539-C, and 103-X (\$3,177.36).
- Warrant for Collection of 2019 Excavation Taxes and bills issued for lot 587-A (\$933.49).
- Abatement 19-003 approved for \$58,000 assessed value (\$2,050 tax amount).
- Monthly maintenance of new deeds, address changes and online tax maps.
- Vision 8 training webinar: Entering deeds and transfers attended via Zoom.
- Three campgrounds inventoried by Field Agents on April 15th and 16th.
- Data entry of pick-ups and campgrounds in Vision completed except for possible minor changes depending on exemptions and credits not yet received.
- Deadline for exemptions and credits extended until May 15, 2020 due to the Covid-19 outbreak.
- Data entry in Vadar completed except for campgrounds and exemptions/credits for 1st half billing.
- Ongoing review of Tax Exemptions and Credits.
- Vision 8 Kick-Off call and Prerequisite checklist reviewed and submitted prior to data retrieval.
- Town-wide full revaluation changed to a statistical revaluation.



Monthly Building Department Report
April 2020

TO: Joseph Devine, Town Administrator

FROM: Deb Aucoin and Jean Eaton, Land Use Coordinators

Although the building department is no longer issuing Certificates of Occupancy, we will be scheduling life safety inspections.

Permits	Quantity	Revenue
Zoning Permits	7	\$0
Event Permits		
Driveway Permits	1	\$5
Raffle Permits		
Sign Permits	2	\$100
Demolition Permits	1	\$50
Life Safety Inspections		

Town building rental:

Town Buildings	Rented/Reserved	Revenue
Community Center (upstairs)		
Grange (Does not include Caseworker & CAP)		
Bandstand		

Respectfully submitted,

Deb Aucoin

Jean Eaton

Finance Department

Report 5/10/2020

Clerkworks

Software is not connecting to the State system. Wayne, the head of support from Clerkworks, John Kelly from DMV, Mirador and myself have been working together to determine the source of the blockage. The key to the town being able to move on from the check writing software Clerkworks is utilizing now to complete online registrations, to the credit card system for motor vehicle payments is their software to function properly. Once the Town Clerks office is comfortable with that operation, we can investigate the integration of the tax collectors office. Since Clerkworks does not integrate with the Vadar systems that will be certainly be a challenge.

Update: 5/10/20 – Neither the State IT, Mirador IT or Clerkworks have been able to determine the issue. They are still working on it.

Community Center – Town Hall Streams

Worked with TDS to get internet service to the Community Center upstairs meeting space. We were able to get them to reconnect the fiber service that they ran to the building (for free!) when they were renting the community center in the previous years to do community outreach on their new cable services. Unfortunately, the fiber did not work initially with the fire alarm panels which required a visit from ESP Security to tweak the panel back to smooth operation. We then contacted Eric at Town Hall Streams to initiate a second stream (which adds \$35 per month to the \$250 we pay currently). The current plan of the layout of the room for taping.....

Update: 5/10/20 - Emailed Eric at Town Hall Streams for update on install. He replied he should be able to get here before the end of May.

Sewer Billing

The water department dropped the sewer data for the sewer billing to be out before the end of April. If the sewer commissioners are going to allow a delayed interest date, it should be determined prior to the mailing with a possible letter going to residential customers in their sewer bill explaining what this change might be.

Update: 5/10/20 – Bills printed and stuffed. Waiting for signed warrant to mail on Monday 5/11

Property Tax Billing

Helga reported that spring pickups have added \$3 million in valuation to the database!! Based on needed cash flow, I am hoping we will be able to get our billing out in early June with a soft due date of early July. Any plan to allow a delayed interest date should also be determined prior to the billing. Gov Sununu has allowed the Selectmen to abate interest and fees on late taxes. I would think it should be

determined/explained that the interest forgiveness only applies to 2020 taxes billed and not past due taxes such as tax lien payments. (if that is the Boards pleasure)

Update: 5/10/20 – BOS passed policy at 5/5 meeting. Looking at late May, early June bill printing with a potential due date of 7/6/20.

Town Administrator Reports

Attached to this report is the Cash Balance, School balances and TAN activity and budget report that was required on a weekly basis.

Update 5/10/20: Updated reports will be done on Thursday 5/14 after the payroll for this week.

Dept Head Webcams

Another casualty of the Corona Virus is webcams. Due to abundance of workers telecommuting, reasonably priced webcams are showing late May- early June delivery dates at all of the major vendors (Walmart, Amazon, New Egg, Target, Best Buy, etc). I will continue to monitor the situation to see if they can be acquired. In the meantime, any laptop with Teams downloaded can use that camera and microphone and a smart phone with the Teams app could also be used.

Update: 5/10/20 – Reasonably priced webcams (under \$100) remain unavailable.

Direct Deposit/Time on paychecks

The current accounting software will not be able to accommodate printing more than vacation or sick time on the paychecks. Since we have vacation/sick time and also comp time, holiday time (transfer) and military time, the current system will not be effective. Regarding direct deposit, the most cost effective way to effect that change is to transfer the whole payroll system to a payroll service. This will solve your direct deposit issues and should also allow tracking of all paid time off hours. The process will assume responsibility of calculating and distributing payroll, IRS reporting, State reporting and tax deposits. We will still need to process the information into our financial systems and report on retirement activity. The next step would be to discuss variables with payroll service companies for comparative costs for service. Based on the Town Administrators inquiries done earlier this year, I would anticipate this cost between \$7,000-\$10,000 annually. This cost was not included in the 2020 operating budget request.

Update 5/10/20: BOS chose Paychecks as the vendor. Data must be cleaned and reconciled before possible implementation date of 7/1/20. (after end of 2nd qtr)

Highway Computer

I will attempt to connect with Leo and install his new PC on my office days next week.

Update 5/10/20: Did not get this done. Will need to setup time with Leo, although its now his busy season.

Exchange Server - @henniker.org

Changing the email from TDS to @henniker.org will require time from Mirador IT. Last estimate was \$1000-\$1500. I did not include that in the 2020 Budget Request. My last recollection was a policy was to be written to include email disposal dates so we did not have to retain these things forever.

5/10/20: No update

Vision – Revaluation

Met with Vision on the plan for the statistical revaluation. First step was to proof and check our existing data to ensure a smooth conversion to the Vision 8 platform. Currently we are on Version 6. Met with project manager and IT people and facilitated the transfer of files to Vision for upgrade.

Vision will be installing our records on their “cloud” server to facilitate our access and the revaluation teams access to the system. Since the data is currently in the hands of Vision, we will not be making any more changes in Vision 6. On Monday 5/11 I will be working with Vision IT to install Version 8 on Helga’s terminal and on Mark Fougere’s terminal (Cocoran Appraisal uses this terminal when in the office so Helga can keep working on hers).

Version 8 will remain cloud based until the revaluation is completed then installed on our in house server. Our server is leased from Mirador IT and is upgraded every 3 years, 2020 is an upgrade year and the upgrade will be completed prior to the install from Vision.

Audit

The audit preparation is at approximately 50%. With all of the financial analysis required, weekly financial reporting and project assignments it has been very difficult to carve out any time to work on the audit. For this reason, for the balance of May and June I am hoping to be able seclude myself to get this done, because without the audit, we can’t set a tax rate in October.

NHMA Survey:

Answered the NHMA Survey of the impact of the Covid 19 on Henniker. This involved the forecasting of revenues received and then analysis of those that are being impacted. Further analysis of operational expenditures and the budgetary impacts of those revenue and expenses. (A copy is attached)

Fema Disaster Declaration

Attended the zoom meeting put on by Fema to explain the offering of the disaster declaration. After careful review of the out of pocket expenses incurred by Henniker, it was determined that the Fema money which is only a 75% reimbursement of actual Covid interactions. As is typical in a declaration, base wages were not eligible for reimbursement, on the overtime (of which I could not locate any). PPE was also reimbursable, we did not spend any money on ppe (assuming it comes from State or hospital). The costs of an emergency operations center was reimbursable, we did not open an emergency operations center. The minimum filing amount of \$3800 which we were not even close. Approximately, \$150 spent to put the plexiglass on Jean & Helga's window's, installed by an employee on regular time.

First Responder Stipend

The report has been completed and approximately \$6317.85 will be disbursed to 39 first responder fire, rescue and police personal. Total approved amount for the 8 weeks is \$50,542. Payments will begin this week 5/11/20. NH Retirement has determined that these are not wages subject to the NHRS calculations. The IRS does not feel the same way and the town will incur \$360.42 of medicare only taxes on full time Group II employees and \$1964 of both social security and medicare on part time employees. The total taxes of \$2324 will be reimbursable from the State Covid Reimbursement GOFERR program listed below. (Governor's Office For Emergency and Relief Recovery) List of staff attached to this report.

State Covid Reimbursement

Henniker was allocated \$117,263 from the GOFERR grant funded by the federal government. This will allow us to seek reimbursement for most of the expenses that has impacted the Town of Henniker. Unlike the Fema declaration, this will cover base wages. So the employees who have not been working but receiving paychecks (library, crossing guards, parking enforcement) will be reimbursable. Payroll taxes on the first responder stipends, police wages on employees temporarily quarantined, rescue wages on employees temporarily quarantined, building upgrades and most expenses related to Covid 19. The database's and payroll reports will be gone through to determine each and every expense up to the total available of \$117,263

COVID-19 Financial Impact Survey

The New Hampshire Municipal Association needs your help to illustrate the financial impact of COVID-19 on municipalities. The data collected here will assist NHMA in advocating for financial assistance and funding for towns and cities. The results of this survey will also be presented in summary form to the Governor's Office For Emergency Relief and Recovery, or GOFERR, prior to their meeting on Friday, April 17 at 1 pm.

We understand that the results of this survey provide only a "first look" at the financial impact of COVID-19 on municipalities. Please continue to track your expenses, as NHMA will seek updated data through future surveys to better understand the long-term impacts of the pandemic on New Hampshire towns and cities and advocate on behalf of our 234 members.

One response per municipality, please. If you are unable to finish the survey in one session, you may save your responses and return to the survey within 24 hours.

Responses are due by Thursday, April 16 at 1 pm.

Municipality

Town of Henniker

Individual Completing Survey:

Title: Required: *

Finance Director

Name: Optional

Russell

Roy

Email: Optional

finance@henniker.org

EXPENSES

Please list and estimate the dollar amounts of (1) any COVID-19-related expenses the municipality has incurred to date and (2) to the best of your ability, any additional COVID-19-related expenses you anticipate the municipality will incur for the remainder of the 2020 calendar year. In each case, these should be **additional** expenses incurred or anticipated as necessary to respond to the COVID-19 emergency.

In the last column, please provide, as much as possible, an explanation of the types of expenses for each category—for example, protective equipment, cleaning supplies, overtime pay, electronic meeting technology, lodging assistance, etc.

Please do not duplicate any amounts. Include each expense in only one category.

Category	Additional COVID-19-related expenses incurred to date	Additional COVID-19-related expenses anticipated for remainder of 2020	Explanation
----------	---	--	-------------

Police	1,930	1,930	quarantied possible exposure officer, clean cruiser.
Fire			
Emergency/ Rescue	500	1,000	quarantied possible exposure paramedic,
Health Officers			Rescue Chief is health officer
Public Assistance (Welfare)			no extra claims at this point
Unemployment- related expenses	20,211	23,800	parking enf, crossing guards, library wages. expect thi
Technology	400	600	remote setup fees, webcams/mic for remote dept hear
Legal Fees			none out of the ordinary
Assessing Expense			no interior inspections
Elections/ Town Meeting			did not hold town meeting as of 4/14/20
Facilities Maintenance	380	500	plexiglass at town hall installed and expected more
Communications / Legal Notices			electronic communications, no additional expense
Utilities/Telepho ne	70	490	added streaming service, internet service at communi
Overtime Pay not included Above			
Employee Health insurance/ medical expense	1,323	2,646	library staff medical, anticipated thru 6/30
Borrowing Costs	0	9,000	anticipated costs over 2019 due to slow repayment, ca
Other:			

Total	To Date	Additional	
	24,814	39,966	

REVENUES

Property Taxes

Most municipalities will be issuing semi-annual property tax bills in June. The following questions pertain to that June billing:

What percentage of your property tax levy is typically received from escrow accounts?

What percentage of your property tax levy is typically delinquent (i.e. not paid by the due date of the bill)?

If your property tax delinquency rate for the upcoming semi-annual billing reaches the following percentages, do you have sufficient reserves to continue municipal operations for the next six months?

Delinquency Rate

	Yes	No
10%	<input checked="" type="radio"/>	<input type="radio"/>
20%	<input checked="" type="radio"/>	<input type="radio"/>
30%	<input checked="" type="radio"/>	<input type="radio"/>
40%	<input checked="" type="radio"/>	<input type="radio"/>
50%	<input type="radio"/>	<input checked="" type="radio"/>

In the event of a higher than normal delinquency rate in the semi-annual property tax billing and insufficient reserves, are you able to obtain a Tax Anticipation Note (TAN) from your bank to meet cashflow needs over the next six months?

Yes No Not Sure

Motor Vehicle Fees

Of your general fund revenues, what percentage is generated from municipal motor vehicle fees?

Have you experienced a shortfall in motor vehicle fees during the State of Emergency (March 13, 2020 to date)?

 Yes No

What is the amount of the estimated projected shortfall in motor vehicle fees for the remainder of the calendar year?

Utility Fees

If your municipality provides utility services (water, sewer, electricity), have you experienced higher than normal delinquencies in those fees during the State of Emergency (March 13, 2020 to date)?

 Yes No
 Too Soon to Tell

What, if any, is the amount of the estimated projected shortfall in utility fees for the remainder of the calendar year?

Other Fees and Taxes

Have you experienced a shortfall in other municipal fees and taxes during the State of Emergency (March 13, 2020 to date)?

 Yes No

What, if any, is the amount of the estimated projected shortfall in other municipal fees and taxes for the remainder of the calendar year?

OVERALL BUDGET IMPACT

What size revenue shortfall do you anticipate may occur between March 13 and December 31, 2020?

Actual amount:

Percentage of your annual budget:

Is your shortfall primarily the result of (select one)

- Unanticipated revenue decline
- Unanticipated expenditure increases
- Both
- Other

Which, if any, municipal functions do you anticipate being significantly affected by any revenue shortfall? (check all that apply)

- Police
- Fire/EMS
- Sanitation/Waste Management
- Social services
- Libraries
- Parks and recreation
- Other

In 2020, what actions do you anticipate your municipality may take to make up any revenue shortfall? (check all that apply)

- Cut public services
- Close facilities
- Layoff employees
- Furlough employees
- Increase fees
- Draw down reserves
- Other

Please describe any other specific financial issues or concerns for your municipality related to the COVID-19 impact.

We are concerned about not having town meeting. We had a major Wastewater Treatment Upgrade, our water department needs to drill under 202/9 to replace a broken water main, and we had a full revaluation planned. At this point, we are able to do a statistical revaluation, but we are not sure how this will happen without Town Meeting.

Thank you!

Submit

Save

ORGANIZATION NAME: COUNT TOTAL: PAY TOTAL: \$

#	FIRST NAME	LAST NAME	LAST 4 SSN	POSITION	STIPEND PER WEEK	ELIGIBLE WEEKS	AMOUNT
1	William	Amos	7765	Firefighter - Full-time w/ EMS	\$ 300.00	8	\$ 2,485.71
2	Joseph	Cooper	2029	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
3	Ruslan	Denysyk	2913	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
4	Philip	Marsland	3027	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
5	Thomas	Weston	2402	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
6	Varyl	French	0680	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
7	Jeffrey	Connor	5555	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
8	Christopher	Mason	7643	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
9	Tyler	Adams	0698	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
10	Alexander	Moir	6965	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
11	Richard	Cooper	3730	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
12	Stefanie	Costello	2650	Firefighter - Call w/ EMS	\$ 150.00	8	\$ 1,242.86
13	Thomas	French	1286	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
14	Keaton	Gagne	9773	Firefighter - Full-time w/ EMS	\$ 300.00	8	\$ 2,485.71
15	Brittany	Lamontagne	5804	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
16	Timothy	Checket	0864	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
17	James	Morse	0009	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
18	Darcy	Crisp	1945	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
19	Sawyer	Jones	2567	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
20	Kelly	LaPlante	6210	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
21	Stephen	Lorenze	2938	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
22	Alden	Mumford	4507	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
23	Brittany	Croati	4690	EMS - Part-Time	\$ 150.00	8	\$ 1,242.86
24	Michael	McManus	9727	Firefighter - Call w/ EMS	\$ 150.00	8	\$ 1,242.86
25	Adam	Burritt	8314	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
26	Neal	Martin	4868	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
27	Peter	Twombly	3064	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
28	Stephen	Meade	4599	EMS - Full-Time	\$ 300.00	8	\$ 2,485.71
29	Keon	Thomas	3306	Firefighter - Call No EMS	\$ 50.00	8	\$ 414.29
30	Matthew	French	3939	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
31	Michael	Martin	0327	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
32	Michelle	Dandendau	5363	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
33	Jesse	Colby	8263	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
34	Amy	Bossi	8716	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
35	Matthew	Mitchell	6759	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
36	Luis	Berdecia	4157	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
37	Alyssia	Stone	4364	Law Enforcement - Local Full-Time	\$ 300.00	8	\$ 2,485.71
38	Garrett	Anctill	7036	Law Enforcement - Local Part-Time	\$ 150.00	8	\$ 1,242.86
39	Craig	Courser	4340	Law Enforcement - Local Part-Time	\$ 150.00	8	\$ 1,242.86
40					\$ -	8	\$ -
41					\$ -	8	\$ -
42					\$ -	8	\$ -
43					\$ -	8	\$ -
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68					\$ -	8	\$ -
69					\$ -	8	\$ -
70					\$ -	8	\$ -
71					\$ -	8	\$ -

Henniker Fire Department

216 Maple Street

Henniker NH 03242

May 8, 2020

In April Henniker Fire Department responded to a total of 16 Calls. The calls ranged from fire Alarm activations, 1 Building fire, 1 Water Rescues, 3 Brush Fires, 1 gas call, 1 motor vehicle fire. 1 Grill Fire.

Brush fires will continue to pop up when we get consecutive days of wind and sun. The category 3 burn permits online are turned off automatically when the fire danger becomes a class 3 day.

With Memorial Day Parade not being held this year, Henniker Fire, American Legion and Explorers will do the Flag ceremony on Thursday May 21 at the cemeteries and on Memorial Day we will do the rifle salute at the memorials with just our shooting team.

Chief Morse

Highway Department Monthly Report April 2020

To Town Administrator Joe Devine and Henniker Board of Selectmen,

April showers bring May flowers and a potential for road erosion, regular patrols are done during and after every major rain event. The highway department continued cutting dead and trouble sum trees from the side of the town roads. A couple of near misses on snow and ice kept us out of the salt shed and we have since removed our plow gear from the trucks and put on the summer tires. Spring serves are being performed, and cleaning the balance of winter residue is a priority. On the 6th of the month highway started the summer hours, four ten hour days. Road grading and ditching have become a priority. Beaver patrols are every other to ever third day event as the little fellows are all out trying to build their new palace in our culverts. Brad Watson our local pest control person is helping to limit damage by trapping. The department received our spring delivery of Calcium flake for dust control, although it is surely not dusty yet we will be ready. Finally paving on Western Ave. and Hall Street has started and hope to complete in a few days.

Leo Aucoin
Superintendent
Henniker Highway





HENNIKER POLICE DEPARTMENT

Memo

To: Joseph Devine, Town Administrator

From: Chief Matthew French

Date: May 11, 2020

As you requested here is a brief summary of the department's activity for the month of April. I have continued to keep our lobby open and responding to all calls for service as needed. We are keeping our distance within the building, separating not only the office staff but myself and the Sergeants to help prevent cross contamination.

We have seen an increase in high speeds on Route 202/9 and Route 114. 11 Summons were written for speeds ranging from 77-87mph.

There were 3 arrests which included a DUI, driving with suspended license, and a subject wanted on a warrant.

We had 356 Calls for Service which include

- 2 MV Crashes
- 6 OHRV complaints
- 6 Welfare checks
- 1 Suicidal ideations
- 14 Alarm Calls
- 6 Assist Other agencies
- 8 Suspicious person/vehicles
- 111 Building checks
- 80 Vacant/Vacation House Checks

If you have any questions or would like more information, please contact me.

Rescue Report April 2020

The month of April saw a decrease in calls for emergency medical service with only 37 calls during the month. Please see the attached excel worksheet outlining our response data for the month.

During the month the Officers of the Henniker Rescue Squad met to address summer scheduling and to review and revamp training methods. We are working to improve virtual training methods and have completed online training in the past month. Starting in June we will be implementing monthly skills trainings that employees can complete while on shift.

We have begun the process of completing everyone's yearly employee reviews and will look to complete them by the end of June.

Both ambulances are running well. Ambulance 1 was serviced in April.

Respectfully submitted,

Gregory Aucoin, Chief
Henniker Rescue

April Monthly Report

Total Number of Incidents that Henniker Rescue Handled.....37

Henniker

ALS			9
ALS Intercept			0
BLS			5
Cancelled			1
Refusal			8
Standby			0
Total			23

Newbury

ALS			1
ALS Intercept			0
BLS			0
Cancelled			0
Refusal			0
Standby			0
Total			1

Bradford

ALS			1
ALS Intercept			0
BLS			4
Cancelled			0
Standby			0
Refusal			1
Total			6

Warner

ALS			1
ALS Intercept			0
BLS			0
Cancelled			0
Refusal			0
Standby			0
Total			1

Hillsboro

ALS			0
ALS Intercept			1
BLS			0
Cancelled			0
Refusal			0
Standby			0
Total			1

Washington

ALS			1
ALS Intercept			0
BLS			0
Cancelled			0
Refusal			0
Standby			0
Total			1

Hopkinton

ALS			0
ALS Intercept			0
BLS			2
Cancelled			0
Refusal			1
Standby			0
Total			3

April Monthly Report

Number of mutual aid that Henniker Received

Town	ALS Intercept	Mutual AID
Bow		
Bradford		
Deering		
Henniker		
Hillsboro		
Hopkinton		1
New London		
Warner		
Washington		
Weare		
Total		1

20-0320 Hopkinton covered a call in Henniker

MEMORANDUM

To: Joseph Devine, Town Administrator
 From: Kimberly I. Johnson – Town Clerk/Tax Collector
 Date: May 9, 2020
 Subject: Town Clerk/Tax Collector Report as of 04/30/2020

PROPERTY TAXES

Total Committed 2019	\$14,141,716.00
Uncollected	\$337,998.00

TAX LIENS

	<u>2018 LIENS</u>	<u>2017 LIENS</u>	<u>2016/PRIOR LIENS</u>
Liened Amount	\$356,261.59	\$275,133.62	
Uncollected	\$154,516.95	\$108,653.45	\$143,555.34

WATER & SEWER - 2019**2020**

Water Billed	\$563,144.82	\$306,774.32
Sewer Billed	\$635,857.81	
Uncollected	\$52,977.25	\$39,086.13

TOWN CLERK REVENUE

	<u>2020</u>	<u>2019</u>
Motor Vehicle		
MV	\$301,130.00	\$318,634.00
non-MV	\$2,786.96	\$2,764.70

Transfer Station, Properties, and Parks Department Monthly report April 2020

Transfer Station: With COVID-19 still in full force, we have continued to not accept plastic, paper, or cardboard. NHDES has been formally notified that our Transfer station permit #DES-SW-89 is not taking these items temporarily and the permit has been updated. (Any major change to what we accept at our facility must be updated with the State of NH per our permit guidelines and agreement.)

COVID-19 has been a huge change for the transfer station. Even though we are not accepting recycling, keeping up with the demands of traffic and tonnage has been no small task. The team has been working very hard to maintain accepting *all* trash including furniture, C&D, Microwaves, TVs and other paid items all while keeping socially distant. Other towns have stopped accepting these items or have shut down because they cannot keep up with the influx of trash. Why more trash? Everyone is home cleaning barns, attics, basements, yards, and starting home projects. Seems simple enough until you consider how old some of the homes in the area are and if the homeowner is not aware he is ripping out hazardous material e.g. asbestos. The team has been very watchful of all traffic and who is dumping what and where. There has been no incidence of hazardous items at this time. Below you will see this month's trash Ton is 119.56/ 239,120 Pounds. March last year we only had 64.63 Tons, big difference.

Currently, we are not putting stickers on cars to prevent the spread of COVID-19. Although, if someone does not have a sticker, I personally will ask for proof they live in town exposing myself to any germs.

The transfer station was broken into on 4-15-2020 at 1:00 AM. The police department was notified; the individual did not get any items they attempted to steal. Gates were securely locked; the individual walked around the fencing.

Properties: Town Hall germ barriers are just about complete; our next tasks are the clerk's window and the Tucker Free library.

Parks Department: in 2019 during a public meeting there were a few residents that were displeased with the way the park property looked across from the town hall. Inquiring further with this resident they stated that there was not a lot of lush grass. During March, aerating and reseeding was performed on the area.

Even though baseball and softball will not be played this year due to COVID-19, we have started dragging the fields preventing weeds from rooting within the clay in the infields. Locks did have to be place around the fenced area next to town hall to prevent dog owners from letting their dogs run freely within the area. The team works very hard at keeping our fields looking nice, dog waste and urine burns the grass leaving it yellow and dead.

We have begun to mow the soccer fields and around town despite desperately needing a new mower. There is no back up if our mower goes down, they all need major service that was to be done this year and one is no longer worth repairing.

2020
March
119.56
TONS

2019
March
64.63
TONS

Ton	Date
21.6	3/11/2020
21.23	3/20/2020
22.25	3/25/2020
19.28	3/25/2020
16.41	3/31/2020
18.79	3/31/2020

Wastewater Department Report April, 2020

- 04/01/20 – Received e-mail from Xylem, they found nothing wrong with selector mixer #1, it will be shipped back to us.
Reading installation instructions for replacing aeration tank LDO probe.
Ken received an alarm call at home at 6 pm, responded, found nothing wrong.
- 04/02/20 – Ken and Rich cleaned RAS pump #1, removed leaves and rags.
Reading more on LDO probe replacement.
Received mixer back from Xylem.
- 04/03/20 – Add 3 gallons of hydraulic oil to skid steer.
Worked on DMR/MOR
Shopping for PPE online, no luck.
Cleaned bathroom, swept and washed floor.
Rich made a dump run.
- 04/06/20 – Installed new aeration tank LDO probe with PLC programming help from Rich Laviolette from Laviolette Controls.
Doug Howard returned to work from vacation/quarantine.
- 04/07/20 – Ken and Doug marked 2 dig safes by Rte. 202/9 overpass.
Raking divots in lawn from snow removal.
Start pumping water from off line aeration tank to drying beds.
Rich and Doug brought 3 - 40 gallon barrels of grease and rags from Ramsdell Rd. pump station to treatment plant.
Sent an e-mail to Carl Edin from Energy Management Consultants with photos of outside lights on admin. bldg. that should have been replaced but were not.
- 04/08/20 - Replaced small sump pump that was pumping from off line aeration tank. The pump was locked up, not pumping, OK now.
Ken and Doug marked a dig safe on Goss Drive.
Sent March Management Report & MOR to Town Administrator.
Ken & Rich check siphon chamber, found a lot of rags, blue gloves, etc. Brought 2 – 5 gal. buckets of “stuff” to treatment plant for disposal.
Completed and submitted monthly Discharge Monitoring Report to EPA and NHDES.
- 04/09/20 – Cleaned and sanitized electrical room/break room.
All of us working on belt press trying to replace a roller and bearings, could not remove old one.
- 04/10/20 – Made copies of Confined Space Permits.
Ran belt press to properly track belts after working on the press yesterday.
All of us pulled and cleaned selector mixer, returned to service.
- 04/13/20 – E-mailed time cards to Town Hall.
No heat in Septage area, called Hilltop.
Jim from Hilltop found a bad fuel pump, he needs to order one, will come back to install.
Rich & Doug removed 1 – 30 gal. bucket of grease from West Henniker Pump Station and cleaned RAS pump of leaves and rags.
- 04/14/20 – Received e-mail from Harcros Chemical Co. to notify of price increase effective 4/13/20 for Sodium Hydroxide 50% (caustic). The increase is 0.015/lb. which equals \$1,260.00/yr.
All of us working on removing snowblower, cab, wheel weights and chains from tractor.
Installed mower deck and bagger.

- Brought pallet of caustic to grit room.
- 04/15/20 – Ken repaired electric pull box by the plant generator that was hit with snow plow this winter. Hilltop here to install new fuel pump for Septage Rm. heater.
- 04/16/20 – Ken & Doug marked Dig Safe at 48 Main Street.
Doug & Rich repairing and adjusting gates at Treatment Plant & Pump Stations.
- 04/17/20 – Ken & Doug marked a Dig Safe on Gould St.
Doug & Rich cleaning @ West Henniker P.S.
At 2:00 pm. Our D.O. (Dissolved Oxygen) fell to <1.0 from 2.50 mg/l with 2 blowers running at max speed. We checked all of our equipment and electronics that track and maintain our D.O. but everything seems OK?? Which tells me something was dumped down the drain that required a lot of Dissolved Oxygen. By 3:30 everything had equalized.
- 04/20/20 – Doug worked over the weekend and said everything was fine. He had instructions to contact me if it was not.
Ken & Doug marked a Dig Safe for lot 396, corner of Liberty Hill and Western Ave.
Doug & Rich cleaned RAS pump of leafs and rags.
- 04/21/20 – All of us working on replacing 12 guide wheels in clarifier #1.
- 04/22/20 – Finished installing guide wheels in clarifier #1.
- 04/23/20 – Doug reported 1 fire extinguisher in septage room needs recharging. This one went out for service in January, 2020. I will call them.
We are running the belt press today so we can work on it tomorrow & next week
- 04/24/20- During my morning walk-thru I noticed another D.O. drop on the PLC trend that happened around 2 to 6 pm. Yesterday.
AGS delivered 3500 gal. of septage.
All of us working on belt press.
Someone came from NH Fire Protection and exchanged extinguisher.
- 04/27/20 – All of us working on belt press, had to remove 2 belts and 4 rollers just to get to the damaged one. Replaced one roller and 2 bearings. Reassembled belt press.
- 04/28/20 – Midnight, Ken received an alarm call for high water at West Henniker pump station. Ken responded, found nothing out of the ordinary.
Cleaned caustic drum.
Rich & Ken changed air filters in Grit Room HVAC.
- 04/29/20- Clean up flower bed out front.
Rich & Doug cleaned Grit Room.
Ken working on Septage mixers, both work.
Ken spoke with John Segedy from the Stone Bridge Post about the potential Treatment Plant upgrade bond request.
- 04/30/20- Called Dig Safe after receiving an e-mail from them stating they had sent one request yesterday that I did not receive, they resent the ticket.
Working on ordering parts for our drum pump used for caustic.

1 Rolloff container of sludge was sent to Merrimack, NH Composting facility for processing in April, An estimated 13 tons per container = approx. 13 tons total.

State of New Hampshire
 Water Supply & Pollution Control Comm.
 PO Box 95
 Concord, New Hampshire 03301

Facility Henniker Wastewater Treatment

Chief Operator Richard Slager

Month April Year 2020

Date and Day of Week	Rain or Snow (in.)	Wastewater Flow In (MGD) (1)				Chlorine Residual (mg/L)		Lbs. of Cl.	Settleable Solids (ml/L)		pH		D.O. mg/L	Turb. NTU	Total Suspended Solids (mg/L)		Coli-form (#/100 ml)
		INF.	EFF.(2)		EFF.	A.M.	P.M.		Lbs.	INF.	EFF.	INF.			EFF.	EFF.(3)	
		TOTAL	MIN.	MAX.	TOTAL												
1	W		0.166	0.210	0.330	0.196					7.3	6.9		1.4		2.0	1.0
2	TH	1" R	0.167	0.100	0.230	0.158					7.4	6.9		1.5			
3	F	.55" R	0.174	0.130	0.260	0.186					7.3	6.9		1.5			
4	S		0.214	0.150	0.280	0.227						6.8					
5	S		0.198	0.140	0.270	0.192						6.8					
6	M		0.177	0.130	0.260	0.184					7.2	6.9		1.1			1.0
7	T		0.185	0.130	0.340	0.205					7.2	6.8		1.2			1.0
8	W		0.178	0.110	0.230	0.166					7.2	6.9		0.9	131.0	5.0	1.0
9	TH	1.25R	0.174	0.100	0.220	0.161					7.2	6.9		1.1	194.0	3.0	
10	F	.2R	0.202	0.150	0.290	0.271					7.2	6.9		0.9			
11	S		0.209	0.160	0.260	0.215						6.7					
12	S	.1 R	0.183	0.120	0.240	0.177						6.7					
13	M	.8 R	0.172	0.110	0.240	0.161					7.2	6.9		0.9			1.0
14	T		0.209	0.160	0.290	0.209					7.2	6.9		1.0		4.0	1.0
15	W		0.208	0.150	0.270	0.197					7.1	6.9		1.0		3.0	2.0
16	TH		0.201	0.130	0.230	0.190					7.3	7.0		0.9			
17	F		0.194	0.140	0.250	0.190					7.3	6.9		0.9			
18	S		0.179	0.120	0.240	0.167						6.8					
19	S		0.210	0.140	0.270	0.219						6.8					
20	M		0.161	0.110	0.230	0.155					7.2	6.9		1.0			1.0
21	T	.35 R	0.170	0.110	0.230	0.154					7.2	6.9		1.0		3.0	1.0
22	W		0.173	0.120	0.230	0.176					7.4	6.9		1.0		2.0	1.0
23	TH		0.168	0.110	0.300	0.172					7.3	6.9		0.9			
24	F		0.175	0.120	0.320	0.199					7.2	6.8		1.6			
25	S		0.189	0.120	0.220	0.167						6.8					
26	S	.3 R	0.168	0.080	0.230	0.154						6.8					
27	M	.45 R	0.136	0.100	0.200	0.135					7.3	6.9		1.0			1.0
28	T		0.162	0.110	0.230	0.164					7.2	6.9		1.0		2.0	1.0
29	W		0.165	0.090	0.220	0.156					7.3	6.9		1.2		3.0	1.0
30	TH	1.2 R	0.160	0.090	0.250	0.148					7.2	6.9		1.0			
31	F																
				Max	0.340	0.271					min	6.7					1.0
Totals			5.427	---	---	5.451	---	---			---	---	max	7.0	---	---	---
Averages			0.181	---	---	0.182					---	---	ERR	1.1	162.5	3.0	1.0

(1) Show Units (MGD or GPD)

% Removal: **98%**

(2) Record only Min. and Max. of Either Inf. or Eff. and indicate which. Inf. is preferred.

(3) Before Chlorination

Date and Day of Week	B.O.D. (mg/L)		Septage gal	BOD (lbs/day)		TSS (lbs/day)	
	INF.	EFF(3)		INF.	EFF(3)	INF.	EFF(3)
1 W		3.6			5.9		3.3
2 TH							
3 F							
4 S							
5 S							
6 M							
7 T							
8 W	83.1	3.3		123.4	4.6	194.5	6.9
9 TH	75.9	3.6		110.1	4.8	281.5	4.0
10 F							
11 S							
12 S							
13 M							
14 T		3.3			5.8		7.0
15 W		3.2			5.3		4.9
16 TH							
17 F							
18 S							
19 S							
20 M							
21 T		2.7			3.5		3.9
22 W		3.0			4.4		2.9
23 TH							
24 F							
25 S							
26 S							
27 M							
28 T		2.8			3.8		2.7
29 W		3.2			4.2		3.9
30 TH							
31 F							
Totals	---	---	---	233.5	42.2	476.0	39.5
Avg.	79.5	3.2		116.8	4.7	238.0	4.4
% Removal:		96%					

Additional Information:

Record special analyses, septage received at plant, or other operational data in the extra columns or below.

Report personnel changes, chlorine or power outages, equipment break-downs, etc. below.

Signature: _____

NOTE: Send by 10th of following month to NH Water Supply & Pollution Control Commission

JOSEPH R. DEVINE, JR.
TOWN ADMINISTRATOR

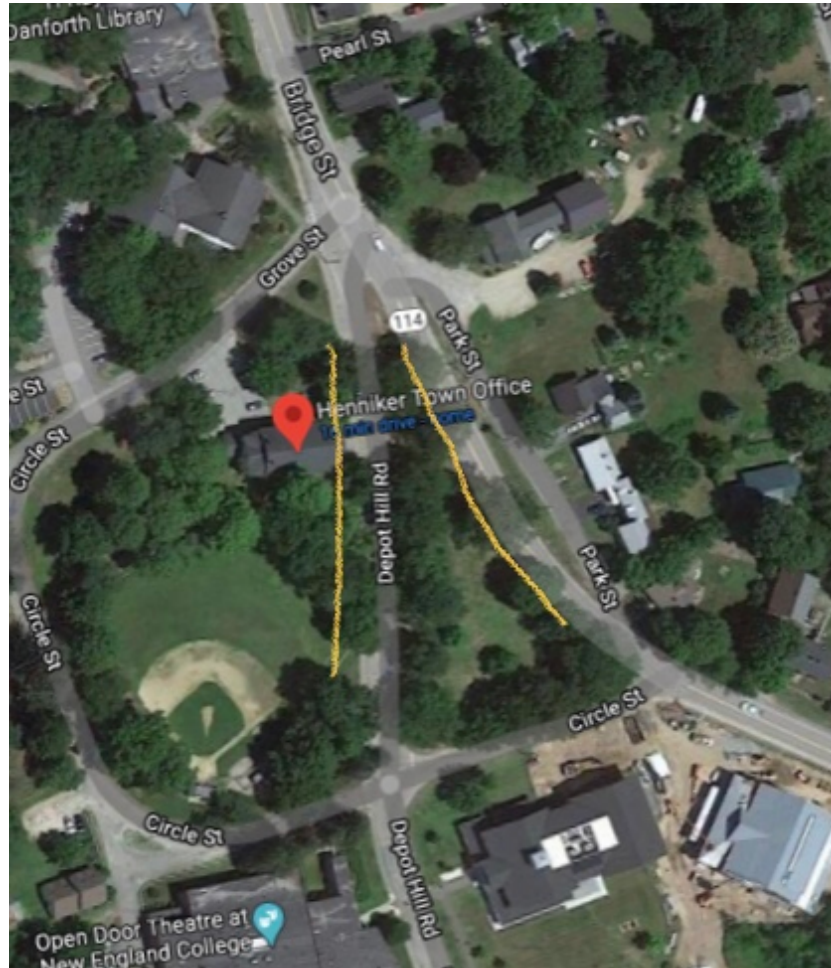


INCORPORATED NOVEMBER 10, 1768
"ONLY HENNIKER ON EARTH"

TOWN OF HENNIKER, NEW HAMPSHIRE
OFFICE *of the* TOWN ADMINISTRATOR

REPORT OF THE TOWN ADMINISTRATOR
May 19, 2020

- **GETS/WPS Program:** The Government Telecommunications Service (GETS) provides prioritized processing in local and long distance landline networks, greatly increasing the probability of call completion. Wireless Priority Service (WPS) provides personnel priority access and prioritized processing in all nationwide and several regional cellular networks, greatly increasing the probability of call completion. These services are available for first responders including police, fire, EMS, highway, and emergency management. There is no cost associated with either of these services. I have enrolled in the Town of Henniker for this service.
- **PPE for Town:** In preparation for Town Hall opening back up and the possibility of having Town Meeting we have started securing PPE (masks), thermometers, sanitizer, and disinfected wipes. The State of NH has provided us with 500 masks, and we have been getting sanitizer from Flag Hill Distillery and Winery.
- **Sgt. Doug Paul:** The Town of Henniker's retired Police Sergeant Doug Paul has been diagnosed with cancer and regrettably losing his battle. His daughter and a family friend are planning a drive-by birthday parade on May 30th at 11:30. Chief French is assisting them with the organization. He has reached out to HCS for a staging area for the participants. They are anticipating a large group of citizens, police, fire, and rescue apparatus as well as surrounding agencies to participate. The plan is to leave HCS heading west along Western Ave to Old Hillsboro Rd to Bacon Rd past his residence. This route was chosen as to not disrupt traffic flow and because we are not on any state roads. We will not need to complete a parade permit. There is a possibility the date will have to be moved up due to his rapidly declining health. I wanted to make the Board aware of this plan in the event they had concerns.
- **Henniker Rotary Flag Project:** We have been approached by the Henniker Rotary Club. They have been selling flag subscriptions to residents. The idea behind this is to promote patriotism within the Henniker and Hillsboro communities. The Rotary Club will be displaying American Flags in front of businesses on 5 days a year: Memorial Day Weekend, June 14th, July 4th, Labor Day Weekend, and November 11th. They are reaching out to us because some of the town subscribers live in a rural area and would like to have a central place in Henniker to display the flags. The Rotary Club would like to place them on Depot Hill Road in front of Town Hall and along Weare Rd. by Woodman Memorial Park. They are anticipating around six flags on each road.



Reopening Henniker: Returning employees to the workplace will not be as simple as announcing a reopening date and carrying on business as usual. To protect the health and safety of our employees and citizens, the Town of Henniker will implement a phased-in approach to return employees to the work environment and in its opening of Town facilities to the public. This phased-in approach will take place during May and June. This three-phased plan will be carefully implemented to ensure the health and safety of all team members and the public. These plans may need to be modified based upon public health data or the extension of Emergency Order #16, but are scheduled to occur as follows:

- Beginning May 26, 2020
 - The town will cease utilizing staggered shifts and telework for all employees.
 - Town Offices will remain closed to the public. We encourage the public to continue to use remote payment options, including our website, pay by phone, or the Town outdoor drop box at 18 Depot Hill Road.
 - All meetings and conferences with external parties will continue to be held remotely. Required on-site meetings will only be held with employees following social distancing and using adequate PPE based upon the location and area of the meetings.
 - All Town public meetings will continue to be held remotely via technology.
 - No Town sponsored events will occur*

- **Beginning June 1, 2020**
 - Town offices will re-open for scheduled appointments ONLY. The public will be allowed into the building for these appointments following the enhanced safety protocols.
 - Customer service employees that are not behind glass will wear a protective face covering while at their respective counters. Employees behind glass may opt to wear a protective face covering at their preference.
 - Signs will be posted at entrances to these facilities that individuals experiencing any symptoms of Coronavirus or any other transmittable illnesses should not enter the facility but may call 603-428-3221 to conduct business.
 - Meetings with external parties can occur, but proper social distancing and masks must be worn.
 - The Board of Selectmen will begin meeting together again with the June meeting cycle. That said, if individual members of the Board are uncomfortable in attending a public meeting due to level of risk, the Board could continue the use of technology for hybrid modeled meetings which would include a combination of in-person and remote attendance via technology. We will continue to use technology to include the public at this time.
 - Public events scheduled for June will be allowed to proceed on the following conditions:
 - Event diagrams be expanded to encourage distancing and spacing between vendors and spectators.
 - Signs installed at the entrance of events encouraging social distancing and that individuals that are sick or exhibiting signs of illness do not attend.
 - Increased sanitation, including handwashing stations.
 - Eliminating high-touch areas, such as bounce houses, face painting, games, etc.
 - Allowing these events subject to the Governor's Emergency Order #16 has been lifted or amended.
 - The Town will begin accepting applications for private events at Town facilities. Each application will be required to provide information on public health options, increased plans on sanitation, and plans to cut down on overcrowding.
- **Beginning June 15, 2020**
 - Henniker Town Offices will open back up to the public. We will continue enhanced safety protocols.
- **Beginning July 1, 2020**
 - The Board of Selectmen will begin holding public meetings again without technology for the July meeting cycle. This is contingent on the Governor's Emergency Order #16.

*The one exception to public events will be the Henniker Farmers Market. As this event provides food opportunities to the public and has an economic benefit to local farmers, the Town will allow this.

- **Important Dates:** Please mark your calendars for upcoming dates:
 - May 25, 2020 – Town Hall Closed (Memorial Day)
 - May 27, 2020 – Planning Board Meeting
 - June 2, 2020 – Select Board Meeting
 - June 6, 2020 – Town Meeting

*****The Sections below will not be reported on orally to the Board at the meeting but will use this as a chance to update on any pertinent information. Unless the Board has questions or comments and would like to address the information*****

Ongoing Projects

- Employee Recognition Program
- Fire Tower Communication and Access Road
- Volunteer Program – Swap Shop
- Human Service Guidelines
- Shaker Road renaming
- Goal Setting with Select Board

Respectfully submitted,



Joseph R. Devine, Jr.
Town Administrator

TOWN OF HENNIKER
Budget Summary for the 2020 Proposed Budget + 2019 encumbrances

5/13/20

	BUDGET	EXPENDED	AVAILABLE	% Avail
EXECUTIVE	27,223.00	1,699.88	25,523.12	94%
TOWN CLERK	90,457.00	34,086.04	56,370.96	62%
ELECTION	15,070.00	5,129.24	9,940.76	66%
TAX MAPS	4,725.00	3,475.00	1,250.00	26%
TOWN OFFICE	571,706.00	185,188.83	386,517.17	68%
TAX COLLECTOR	92,217.00	31,101.73	61,115.27	66%
LEGAL	20,000.00	8,827.88	11,172.12	56%
PLANNING BOARD	48,679.00	12,191.67	36,487.33	75%
ZONING BOARD	5,521.00	47.95	5,473.05	99%
CEMETERIES	13,950.00	0.00	13,950.00	100%
GENERAL INSURANCE	143,445.00	50,217.80	93,227.20	65%
DUES & MEMBERSHIP	4,157.00	4,157.00	0.00	0%
POLICE	1,380,904.00	413,141.73	967,762.27	70%
FIRE/RESCUE	773,789.00	251,794.19	521,994.81	67%
CODE ENFORCEMENT	6,883.00	1,582.12	5,300.88	77%
EMERGENCY MANAGEMENT	1,292.00	0.00	1,292.00	100%
HIGHWAY	776,676.00	214,008.95	562,667.05	72%
HIGHWAY/STREETS	629,700.00	73,736.50	555,963.50	88%
STREET LIGHTS	20,000.00	3,825.58	16,174.42	81%
SOLID WASTE	452,912.00	110,980.71	341,931.29	75%
ANIMAL CONTROL	9,408.00	947.34	8,460.66	90%
WELFARE	80,000.00	23,326.70	56,673.30	71%
ATHLETIC	40,145.00	6,413.41	33,731.59	84%
LIBRARY	229,379.00	71,284.44	158,094.56	69%
PATRIOTIC PURPOSES	2,000.00	955.90	1,044.10	52%
BAND	7,195.00	465.00	6,730.00	94%
CONSERVATION COMMISSION	3,500.00	85.00	3,415.00	98%
COMMUNITY SERVICES	79,000.00	0.00	79,000.00	100%
DEBT SERVICE	327,674.00	62,354.95	265,319.05	81%
Subtotal	5,857,607.00	1,571,025.54	4,286,581.46	73%
WARRANT ARTICLE	815,750.50	30,841.50	784,909.00	96%
CAPITAL RESERVE	1,091,501.00	0.00	1,091,501.00	100%
TOTAL TOWN (FUND 1)	7,764,858.50	1,601,867.04	6,162,991.46	79%
COGSWELL SPRING (FUND 2)	515,003.00	123,718.01	391,284.99	76%
CSWW CAPITAL IMPROVE (FUND 2)			0.00	
CSWW Bond	350,000.00		350,000.00	100%
WASTE WATER (FUND 3)	632,609.00	173,648.93	458,960.07	73%
WWTP Bond	3,200,000.00		3,200,000.00	100%
	0.00		0.00	0%
TOTALS (ALL FUNDS)	12,462,470.50	1,899,233.98	10,563,236.52	85%

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>H [HFXWIYH</u>					
4130-110	Executive-Wages Health Officer	\$ 5,000.00	\$ 0.00	5,000.00	1.00
4130-111	Executive-Wages BOS Clerk	3,600.00	994.50	2,605.50	0.72
4130-130	Executive-Salaries BOS	7,500.00	0.00	7,500.00	1.00
4130-131	Executive-Salaries Treasurer	1,500.00	0.00	1,500.00	1.00
4130-132	Executive-Salaries Dep Treas.	100.00	0.00	100.00	1.00
4130-133	Executive-Trustees Wages	900.00	0.00	900.00	1.00
4130-220	Executive-Fica/Medicare	1,423.00	141.43	1,281.57	0.90
4130-350	Executive-Drug/Alcohol Testing	3,000.00	442.00	2,558.00	0.85
4130-610	Executive-Selectmen Expense	1,500.00	70.00	1,430.00	0.95
4130-611	Executive-Eco Development	400.00	0.00	400.00	1.00
4130-613	Executive-Health Officer Exp	500.00	51.95	448.05	0.90
4130-614	Executive-Loss Prevention	300.00	0.00	300.00	1.00
4130-615	Executive-Historic District	1,250.00	0.00	1,250.00	1.00
4130-616	Executive-Craney Tower Site	250.00	0.00	250.00	1.00
	TOTAL EXECUTIVE	27,223.00	1,699.88	25,523.12	0.94
<u>WR Z O #FOHUN</u>					
4140-111	Town Clerk-Wages Deputy	26,967.00	11,245.48	15,721.52	0.58
4140-130	Town Clerk-Wages	31,940.00	11,121.08	20,818.92	0.65
4140-211	Town Clerk-Benefit Insurance	14,606.00	7,807.80	6,798.20	0.47
4140-220	Town Clerk-Fica/Medicare	4,414.00	1,628.05	2,785.95	0.63
4140-230	Town Clerk-Retirement	6,580.00	1,892.40	4,687.60	0.71
4140-240	Town Clerk-Training/Seminars	800.00	0.00	800.00	1.00
4140-560	Town Clerk-Dues/Memberships	55.00	55.00	0.00	0.00
4140-570	Town Clerk-Advertising	200.00	0.00	200.00	1.00
4140-620	Town Clerk-Office Supplies	1,400.00	119.00	1,281.00	0.92
4140-625	Town Clerk-Postage	2,225.00	7.35	2,217.65	1.00
4140-637	Town Clerk-Mileage	200.00	0.00	200.00	1.00
4140-805	Town Clerk-Equip Maint/Repair	300.00	0.00	300.00	1.00
4140-814	Town Clerk-Photocopy Expense	490.00	0.00	490.00	1.00
4140-832	Town Clerk-Animal Licenses	280.00	209.88	70.12	0.25
	TOTAL TOWN CLERK	90,457.00	34,086.04	56,370.96	0.62

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>HOHFWIR O</u>					
4141-120	Election-Wages	8,000.00	1,756.28	6,243.72	0.78
4141-570	Election-Advertising	250.00	155.00	95.00	0.38
4141-620	Election-Office Supplies	100.00	0.00	100.00	1.00
4141-625	Election-Postge	20.00	0.00	20.00	1.00
4141-690	Election-Election Expense	2,200.00	882.66	1,317.34	0.60
4141-740	Election - Equipment Purchase	100.00	0.00	100.00	1.00
4141-802	Election-Ballots	2,800.00	2,335.30	464.70	0.17
4141-803	Election-Voting Booth Maint.	1,600.00	0.00	1,600.00	1.00
	TOTAL ELECTION	15,070.00	5,129.24	9,940.76	0.66
<u>WD [# P DS</u>					
4142-312	Tax Map-Cartographer	2,400.00	2,400.00	0.00	0.00
4142-400	Tax Map-Digital Mapping	2,075.00	1,075.00	1,000.00	0.48
4142-550	Tax Map-Printing	250.00	0.00	250.00	1.00
	TOTAL TAX MAP	4,725.00	3,475.00	1,250.00	0.26

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2020 Proposed Budget + 2019 Encumbrances
For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>WR Z O # R I I I F H</u>					
4150-110	Town Office-Wages FT	256,987.00	84,998.22	171,988.78	0.67
4150-112	Town Office-Wages PT	29,406.00	14,364.08	15,041.92	0.51
4150-211	Town Office-Benefit Insurances	40,161.00	12,307.35	27,853.65	0.69
4150-220	Town Office-Fica/Medicare	21,661.00	6,498.73	15,162.27	0.70
4150-230	Town Office-Retirement	24,040.00	8,070.56	15,969.44	0.66
4150-240	Town Office-Training/Seminars	1,225.00	590.00	635.00	0.52
4150-301	Town Office-Consult/Auditors	16,000.00	5,800.00	10,200.00	0.64
4150-312	Town Office-Consult/Assessor	40,000.00	7,004.33	32,995.67	0.82
4150-341	Town Office-Telephone Chgs	6,500.00	2,405.84	4,094.16	0.63
4150-409	Town Office-Custodial Service	16,860.00	4,187.64	12,672.36	0.75
4150-410	Town Office-Electricity	3,000.00	669.13	2,330.87	0.78
4150-411	Town Office-Heat	6,472.00	3,030.25	3,441.75	0.53
4150-412	Town Office-Water/Sewer	1,728.00	327.95	1,400.05	0.81
4150-414	Town Office-Alarm Monitor	1,775.00	0.00	1,775.00	1.00
4150-429	Town Office-Medical Supplies	200.00	0.00	200.00	1.00
4150-430	Town Office-Bld Repair/Maint	13,505.00	686.32	12,818.68	0.95
4150-434	Town Office-Custodial Supplies	1,600.00	0.00	1,600.00	1.00
4150-450	Town Office-Grange Electric	1,500.00	382.49	1,117.51	0.75
4150-451	Town Office-Community Ctr Elec	4,200.00	1,917.47	2,282.53	0.54
4150-452	Town Office-Grange Water/Sewer	808.00	272.26	535.74	0.66
4150-453	Town Office-Comm Ctr Wtr/Sewer	808.00	163.80	644.20	0.80
4150-454	Town Office-Grange Alarm	400.00	0.00	400.00	1.00
4150-455	Town Office-Comm Ctr Alarm	575.00	0.00	575.00	1.00
4150-456	Town Office-Grange Heat	2,378.00	1,087.44	1,290.56	0.54
4150-457	Town Office-Comm Ctr-Heat	2,738.00	1,363.61	1,374.39	0.50
4150-458	Town Office-Grange Maintenance	854.00	551.79	302.21	0.35
4150-459	Town Office-Comm Ctr Maintence	9,244.00	665.25	8,578.75	0.93
4150-460	Town Office-Grange Telephone	1,320.00	449.52	870.48	0.66
4150-461	Town Office-Comm Ctr Telephone	480.00	197.95	282.05	0.59
4150-550	Town Office-Printing	1,200.00	0.00	1,200.00	1.00
4150-552	Town Office-Town Report	2,500.00	2,631.48	(131.48)	(0.05)
4150-560	Town Office-Dues/Membership	375.00	155.00	220.00	0.59
4150-570	Town Office-Advertising	1,800.00	513.30	1,286.70	0.71
4150-620	Town Office-Office Supplies	5,200.00	2,077.26	3,122.74	0.60
4150-625	Town Office-Postage	7,200.00	1,944.19	5,255.81	0.73
4150-637	Town Office-Mileage	2,000.00	29.67	1,970.33	0.99
4150-670	Town Office-Books	1,500.00	491.41	1,008.59	0.67
4150-740	Town Office-Equipment Purchase	1,000.00	0.00	1,000.00	1.00
4150-810	TownOffice-Cmptr License Maint	29,345.00	14,356.92	14,988.08	0.51
4150-815	Town Office-Copier Lease	2,541.00	506.95	2,034.05	0.80
4150-825	Town Office-County Registry	700.00	24.00	676.00	0.97
4150-827	Town Office-Lein Research	4,300.00	0.00	4,300.00	1.00
4150-835	Town Office-WEB Site Expenses	5,620.00	4,466.67	1,153.33	0.21
TOTAL TOWN OFFICE		571,706.00	185,188.83	386,517.17	0.68

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>WD [#R OOHFWR U</u>					
4151-111	Tax Collector-Wages Deputy	26,967.00	8,469.42	18,497.58	0.69
4151-130	Tax Collector-Wages	31,940.00	11,121.08	20,818.92	0.65
4151-211	Tax Collector-Benefit Ins	14,606.00	7,807.84	6,798.16	0.47
4151-220	Tax Collector-Fica/Medicare	4,414.00	1,722.82	2,691.18	0.61
4151-230	Tax Collector-Retirement	6,580.00	1,892.40	4,687.60	0.71
4151-240	Tax Collector-Training/Seminar	800.00	0.00	800.00	1.00
4151-560	Tax Collector-Dues/Membership	20.00	0.00	20.00	1.00
4151-570	Tax Collector-Advertising	200.00	0.00	200.00	1.00
4151-620	Tax Collector-Office Supplies	1,300.00	82.97	1,217.03	0.94
4151-625	Tax Collector-Postage	4,000.00	0.00	4,000.00	1.00
4151-637	Tax Collector-Mileage	200.00	0.00	200.00	1.00
4151-814	Tax Collector-Photocopy Exp	490.00	0.00	490.00	1.00
4151-825	Tax Collector-County Registry	700.00	5.20	694.80	0.99
	TOTAL TAX COLLECTOR	92,217.00	31,101.73	61,115.27	0.66
<u>OHJ DO</u>					
4153-320	Legal-Legal Fees	20,000.00	8,827.88	11,172.12	0.56
	TOTAL LEGAL	20,000.00	8,827.88	11,172.12	0.56
<u>SODO O IO J</u>					
4191-110	Planning-Wages	1,500.00	327.25	1,172.75	0.78
4191-220	Planning-Fica/Medicare	115.00	0.00	115.00	1.00
4191-240	Planning-Training/Semiars	250.00	0.00	250.00	1.00
4191-320	Planning-Legal Fees	3,000.00	0.00	3,000.00	1.00
4191-390	Planning-Consulting Fees	33,350.00	5,831.25	27,518.75	0.83
4191-550	Planning-Printing	500.00	0.00	500.00	1.00
4191-560	Planning-Dues/Memberships	5,964.00	5,964.00	0.00	0.00
4191-570	Planning-Advertising	2,400.00	0.00	2,400.00	1.00
4191-620	Planning-Office Supplies	300.00	69.17	230.83	0.77
4191-625	Planning-Postage	700.00	0.00	700.00	1.00
4191-814	Planning-Photocopy	600.00	0.00	600.00	1.00
4191-900	Planning-Escrow Offset Revenue	0.00	(775.00)	775.00	0.00
4191-901	Planning-Escrow Acct Expenses	0.00	775.00	(775.00)	0.00
	TOTAL PLANNING	48,679.00	12,191.67	36,487.33	0.75

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>J R Q I Q J</u>					
4192-110	Zoning-Wages	600.00	0.00	600.00	1.00
4192-220	Zoning-Fica/Medicare	46.00	0.00	46.00	1.00
4192-390	Zoning-Consultant	3,000.00	0.00	3,000.00	1.00
4192-391	Zoning - Legal	800.00	0.00	800.00	1.00
4192-570	Zoning-Advertising	300.00	0.00	300.00	1.00
4192-620	Zoning-Office Supplies	225.00	47.95	177.05	0.79
4192-625	Zoning-Postage	300.00	0.00	300.00	1.00
4192-814	Zoning-Photocopy	250.00	0.00	250.00	1.00
	Total ZONING	<u>5,521.00</u>	<u>47.95</u>	<u>5,473.05</u>	<u>0.99</u>
<u>FHP HWHUIHV</u>					
4195-650	Cemeteries-Ground Maint	9,800.00	0.00	9,800.00	1.00
4195-655	Cemeteries-Stone Repair	2,500.00	0.00	2,500.00	1.00
4195-657	Cemeteries-Tree Removal	1,400.00	0.00	1,400.00	1.00
4195-660	Cemetery - Repairs	250.00	0.00	250.00	1.00
	TOTAL CEMETERIES	<u>13,950.00</u>	<u>0.00</u>	<u>13,950.00</u>	<u>1.00</u>
<u>J H Q H U D O # O V X U D O F H</u>					
4196-520	Insurance-Workers Compensation	55,122.00	50,217.80	4,904.20	0.09
4196-522	Insurance-General Liability	85,000.00	0.00	85,000.00	1.00
4196-523	Insurance-Unemployment Ins	1,323.00	0.00	1,323.00	1.00
4196-524	Insurance-Deductible	2,000.00	0.00	2,000.00	1.00
	TOTAL GENERAL INSURANCE	<u>143,445.00</u>	<u>50,217.80</u>	<u>93,227.20</u>	<u>0.65</u>
<u>P X O I F L S D O # G X H V</u>					
4197-560	Municipal Dues/Membership	4,157.00	4,157.00	0.00	0.00
	TOTAL MUNICIPAL DUES	<u>4,157.00</u>	<u>4,157.00</u>	<u>0.00</u>	<u>0.00</u>

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>SR OIFH</u>					
4210-109	Police-Wages Clerical	66,138.00	23,149.60	42,988.40	0.65
4210-110	Police-Wages FT	650,524.00	210,180.69	440,343.31	0.68
4210-111	Police-Wages Special Officers	40,000.00	18,233.80	21,766.20	0.54
4210-112	Police-Detail Wages (Revenue)	1.00	0.00	1.00	1.00
4210-120	Police-Parking Enforcement	9,702.00	4,636.80	5,065.20	0.52
4210-121	Police-Crossing Guards	7,920.00	3,476.00	4,444.00	0.56
4210-140	Police-Wages OT	25,000.00	9,029.37	15,970.63	0.64
4210-211	Police-Benefit Insurance	172,688.00	48,608.71	124,079.29	0.72
4210-220	Police-Fica/Medicare	18,955.00	6,969.30	11,985.70	0.63
4210-230	Police-Retirement	197,096.00	58,903.53	138,192.47	0.70
4210-240	Police-Training/License	2,500.00	945.00	1,555.00	0.62
4210-241	Police-Training/Ammunition	3,200.00	1,182.00	2,018.00	0.63
4210-291	Police-Uniforms	7,000.00	857.10	6,142.90	0.88
4210-320	Police-Prosecuting Attny	11,000.00	0.00	11,000.00	1.00
4210-341	Police-Telephone	10,500.00	2,642.39	7,857.61	0.75
4210-342	Police-Dispatch Telephone	700.00	315.27	384.73	0.55
4210-350	Police-Medical HEP B	300.00	0.00	300.00	1.00
4210-391	Police-Towing	500.00	0.00	500.00	1.00
4210-393	Police-Special Investigation	300.00	0.00	300.00	1.00
4210-394	Police-Merr County Dispatch	37,767.00	0.00	37,767.00	1.00
4210-410	Police-Electricity	4,920.00	1,378.05	3,541.95	0.72
4210-411	Police-Heat	4,300.00	1,381.13	2,918.87	0.68
4210-412	Police-Water/Sewer	900.00	163.80	736.20	0.82
4210-430	Police-Bldg Repair/Maint.	4,000.00	845.92	3,154.08	0.79
4210-431	Police-Custodian	8,640.00	3,600.00	5,040.00	0.58
4210-550	Police-Printing	500.00	114.57	385.43	0.77
4210-560	Police-Dues/Memberships	450.00	0.00	450.00	1.00
4210-620	Police-Office Supplies	4,000.00	386.30	3,613.70	0.90
4210-625	Police-Postage	500.00	0.00	500.00	1.00
4210-635	Police-Vehicle Fuel	12,850.00	2,748.23	10,101.77	0.79
4210-637	Police-Blood Test Mileage	1,250.00	231.34	1,018.66	0.81
4210-660	Police-Vehicle Repair/Maint	5,500.00	2,146.03	3,353.97	0.61
4210-661	Police-Vehicle Tires	2,500.00	584.00	1,916.00	0.77
4210-662	Police-Vehicle Parts/Access	2,500.00	1,205.53	1,294.47	0.52
4210-670	Police-Books/Periodicals	350.00	0.00	350.00	1.00
4210-740	Police-Equipment Purchase	2,500.00	0.00	2,500.00	1.00
4210-745	Police-Automobile Purchase	49,453.00	0.00	49,453.00	1.00
4210-805	Police-Equipment Maintenance	11,500.00	9,140.27	2,359.73	0.21
4210-814	Police-Photocopy Expense	1,000.00	87.00	913.00	0.91
4210-840	Police-Communication Repair	1,500.00	0.00	1,500.00	1.00
	TOTAL POLICE	1,380,904.00	413,141.73	967,762.27	0.70

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>IIUH2UHVFX H</u>					
4214-110	Fire/Rescue-Full Time Wages	89,932.00	21,583.68	68,348.32	0.76
4214-111	Fire/Rescue-Part Time Wages	283,191.00	112,379.53	170,811.47	0.60
4214-140	Fire/Rescue-Over Time Wages	6,000.00	199.44	5,800.56	0.97
4214-211	Fire/Rescue-Benefit Insurance	28,258.00	2,710.24	25,547.76	0.90
4214-220	Fire/Rescue Fica	23,021.00	7,265.90	15,755.10	0.68
4214-230	Fire/Rescue-Retirement	28,866.00	10,606.18	18,259.82	0.63
4214-341	Fire/Rescue-Telephone	8,025.00	2,669.74	5,355.26	0.67
4214-350	Fire/Rescue-Medical/Hep B	500.00	0.00	500.00	1.00
4214-394	Fire/Rescue-Dispatch Fees	43,087.00	43,087.00	0.00	0.00
4214-410	Fire/Rescue-Electricity	8,250.00	1,848.77	6,401.23	0.78
4214-411	Fire/Rescue-Heat	6,574.00	2,230.01	4,343.99	0.66
4214-412	Fire/Rescue-Water	1,600.00	313.27	1,286.73	0.80
4214-430	Fire/Rescue-Blding Maintenance	10,100.00	4,754.51	5,345.49	0.53
4214-610	Fire/Rescue-Office Supplies	5,800.00	931.48	4,868.52	0.84
4214-690	Fire/Rescue-Supplies Other	2,800.00	407.22	2,392.78	0.85
4215-111	Rescue-Wages	16,500.00	0.00	16,500.00	1.00
4215-220	Rescue-Fica/Medicare	1,262.00	258.67	1,003.33	0.80
4215-240	Rescue-Training/License	8,150.00	(390.05)	8,540.05	1.05
4215-635	Rescue-Vehicle Fuel	6,000.00	1,585.19	4,414.81	0.74
4215-660	Rescue-Vehicle Repair/Maint	4,000.00	646.72	3,353.28	0.84
4215-680	Rescue-Medical Supplies	5,400.00	1,435.78	3,964.22	0.73
4215-740	Rescue-Equipment Purchase	15,180.00	170.00	15,010.00	0.99
4215-750	Rescue-Communication Equip	6,230.00	510.00	5,720.00	0.92
4215-887	Rescue-Interceptor Fees	3,450.00	525.00	2,925.00	0.85
4215-888	Rescue-CRHSC Billing Fees	20,000.00	3,953.57	16,046.43	0.80
4220-111	Fire-Wages	58,727.00	23,481.68	35,245.32	0.60
4220-220	Fire-Fica/Medicare	4,492.00	1,841.15	2,650.85	0.59
4220-240	Fire-Training/Seminars	10,034.00	2,405.00	7,629.00	0.76
4220-635	Fire-Vehicle Fuel	5,380.00	948.29	4,431.71	0.82
4220-660	Fire-Vehicle Repair/Maint.	12,500.00	599.43	11,900.57	0.95
4220-690	Fire-Supplies Other	2,125.00	939.92	1,185.08	0.56
4220-740	Fire-Equipment Purchases	23,061.00	553.32	22,507.68	0.98
4220-750	Fire-Communication Equipment	7,774.00	0.00	7,774.00	1.00
4220-805	Fire-Equipment Repair/Maint.	13,570.00	1,343.55	12,226.45	0.90
4220-900	Fire-CSWW Hydrant Rental	3,950.00	0.00	3,950.00	1.00
TOTAL FIRE/RESCUE		773,789.00	251,794.19	521,994.81	0.67

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 2020 Proposed Budget + 2019 Encumbrances
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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>FRGH#IQIRUFHPHOW</u>					
4240-110	Code-Wages	5,000.00	1,400.00	3,600.00	0.72
4240-220	Code-Fica/Medicare	383.00	107.10	275.90	0.72
4240-341	Code-Telephone	500.00	75.02	424.98	0.85
4240-411	Code-Consulting Fees/Forester	600.00	0.00	600.00	1.00
4240-560	Code-Dues/Memberships	100.00	0.00	100.00	1.00
4240-670	Code-Books/Periodical	300.00	0.00	300.00	1.00
	TOTAL CODE ENFORCEMENT	<u>6,883.00</u>	<u>1,582.12</u>	<u>5,300.88</u>	<u>0.77</u>
<u>HPHUUHQF\#DQDJHPHOW</u>					
4290-110	Emergency Mgt - Wages	1,200.00	0.00	1,200.00	1.00
4290-220	Emergency Mgt - Fica	92.00	0.00	92.00	1.00
	TOTAL EMERGENCY MGT	<u>1,292.00</u>	<u>0.00</u>	<u>1,292.00</u>	<u>1.00</u>

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 2020 Proposed Budget + 2019 Encumbrances
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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>K L J K Z D \ # G H S D U W P H O W</u>					
4311-110	Highway-Wages FT	297,106.00	93,976.91	203,129.09	0.68
4311-120	Highway-Wages PT	25,000.00	3,162.25	21,837.75	0.87
4311-140	Highway-Wages OT	54,000.00	26,061.73	27,938.27	0.52
4311-211	Highway-Benefit Insurances	114,069.00	26,865.72	87,203.28	0.76
4311-220	Highway-Fica/Medicare	28,053.00	9,055.70	18,997.30	0.68
4311-230	Highway-Retirement	39,218.00	12,129.09	27,088.91	0.69
4311-235	Highway-Advertising	500.00	151.85	348.15	0.70
4311-240	Highway-Training/License	500.00	0.00	500.00	1.00
4311-291	Highway-Uniforms	5,050.00	1,493.00	3,557.00	0.70
4311-341	Highway-Telephone	3,500.00	1,158.04	2,341.96	0.67
4311-410	Highway-Electricity	4,500.00	1,078.70	3,421.30	0.76
4311-411	Highway-Heat	6,000.00	1,453.50	4,546.50	0.76
4311-412	Highway-Water/Sewer	3,500.00	961.54	2,538.46	0.73
4311-414	Highway-Alarm	1,500.00	444.00	1,056.00	0.70
4311-430	Highway-Building Maintenance	4,500.00	996.00	3,504.00	0.78
4311-560	Highway-Dues/Membership	100.00	25.00	75.00	0.75
4311-620	Highway-Office Supplies	600.00	182.95	417.05	0.70
4311-635	Highway-Fuel Gasoline	8,000.00	1,190.72	6,809.28	0.85
4311-636	Highway-Fuel Diesel	50,000.00	10,464.33	39,535.67	0.79
4311-637	Highway-Mileage	3,980.00	65.26	3,914.74	0.98
4311-660	Highway-Vehicle Repair/Maint	24,000.00	2,854.44	21,145.56	0.88
4311-661	Highway-Vehicle Tires	10,000.00	415.00	9,585.00	0.96
4311-662	Highway-Vehicle Parts/Access	16,500.00	9,160.03	7,339.97	0.44
4311-689	Highway-Supplies Other	2,000.00	668.40	1,331.60	0.67
4311-740	Highway-Equipment	7,500.00	204.98	7,295.02	0.97
4311-805	Highway-Equip Maint/Repair	50,000.00	8,586.68	41,413.32	0.83
4311-840	Highway-Comm Equip Maint.	2,000.00	1,203.13	796.87	0.40
4311-845	Highway-Rental Equipment	15,000.00	0.00	15,000.00	1.00
TOTAL HIGHWAY DEPT		776,676.00	214,008.95	562,667.05	0.72
<u>K L J K Z D \ V2VWUHHWV</u>					
4312-711	Highway/Street-Gravel	21,200.00	0.00	21,200.00	1.00
4312-712	Highway/Street-Sand	6,000.00	0.00	6,000.00	1.00
4312-713	Highway/Street-Salt	106,000.00	52,932.89	53,067.11	0.50
4312-806	Highway/Street-Bridge Repair	3,000.00	0.00	3,000.00	1.00
4312-884	Highway/Street-Roadside Mowing	20,000.00	0.00	20,000.00	1.00
4312-885	Highway/Street-Road Repairs	70,000.00	19,211.50	50,788.50	0.73
4312-886	Highway/Street-Signs/Guardrail	27,500.00	1,592.11	25,907.89	0.94
4312-887	Highway/Street-Stripe/Sweep	7,000.00	0.00	7,000.00	1.00
4312-888	Highway/Street-Culverts/Drains	8,500.00	0.00	8,500.00	1.00
4312-889	Highway/Streets-Trees	10,000.00	0.00	10,000.00	1.00
4312-904	Highway-Chip Seal/Crack Seal	90,500.00	0.00	90,500.00	1.00
4312-905	Highway/Street-Engineer&Design	10,000.00	0.00	10,000.00	1.00
4312-906	Streets/Highways Road Constract	250,000.00	0.00	250,000.00	1.00
TOTAL HIGHWAY/STREETS		629,700.00	73,736.50	555,963.50	0.88

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 2020 Proposed Budget + 2019 Encumbrances
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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>VWUHHW#DLJ KWIO J</u>					
4316-410	Street Lights-Electricity	20,000.00	3,825.58	16,174.42	0.81
	TOTAL STREET LIGHTING	20,000.00	3,825.58	16,174.42	0.81
<u>VR_OIG #_D_VWH</u>					
4324-110	Solid Waste-Wages FT	129,662.00	45,704.66	83,957.34	0.65
4324-111	Solid waste-Wages PT	34,963.00	9,102.26	25,860.74	0.74
4324-140	Solid Waste-OT	7,000.00	934.64	6,065.36	0.87
4324-211	Solid Waste-Benefit Insurances	12,240.00	2,547.12	9,692.88	0.79
4324-220	Solid Waste-Fica/Medicare	13,081.00	4,214.36	8,866.64	0.68
4324-230	Solid Waste-Retirement	15,265.00	4,733.55	10,531.45	0.69
4324-240	Solid Waste-Training/License	900.00	150.00	750.00	0.83
4324-291	Solid Waste-Uniforms	1,950.00	24.95	1,925.05	0.99
4324-341	Solid Waste-Telephone	2,200.00	366.87	1,833.13	0.83
4324-355	Solid Waste-House Haz Waste	14,500.00	0.00	14,500.00	1.00
4324-410	Solid Waste-Electricity	8,500.00	2,559.93	5,940.07	0.70
4324-414	Solid Waste-Alarm	1,000.00	0.00	1,000.00	1.00
4324-430	Solid Waste-Bld Repair	6,023.00	0.00	6,023.00	1.00
4324-434	Solid Waste-Recycling Blding	5,715.00	1,157.73	4,557.27	0.80
4324-560	Solid Waste-Dues/Memberships	350.00	0.00	350.00	1.00
4324-620	Solid Waste-Office Supplies	300.00	22.94	277.06	0.92
4324-635	Solid Waste-Vehicle Fuel	5,000.00	383.60	4,616.40	0.92
4324-637	Solid Waste-Mileage	650.00	0.00	650.00	1.00
4324-660	Solid Waste-Vehicle Repair	8,760.00	1,008.34	7,751.66	0.88
4324-689	Solid Waste-Supplies Other	300.00	0.00	300.00	1.00
4324-805	Solid Waste-Equip Maint/Repair	21,096.00	2,779.33	18,316.67	0.87
4324-855	Solid Waste-Safety Supplies	1,440.00	70.19	1,369.81	0.95
4324-901	Solid Waste-Freon,Glass,Cmptr	7,500.00	0.00	7,500.00	1.00
4324-902	Solid Waste-Transportation	42,322.00	8,897.43	33,424.57	0.79
4324-903	Solid Waste-Tipping Fee	71,107.00	18,730.01	52,376.99	0.74
4324-904	Solid Waste - Landscaping	4,000.00	0.00	4,000.00	1.00
4324-905	Solid Waste-Monitoring Wells	13,800.00	5,000.00	8,800.00	0.64
4324-906	Solid Waste-Demolition Dispose	23,288.00	2,592.80	20,695.20	0.89
	TOTAL SOLID WASTE	452,912.00	110,980.71	341,931.29	0.75

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 2020 Proposed Budget + 2019 Encumberances
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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
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4414-111	Animal Control-Wages	5,860.00	880.00	4,980.00	0.85
4414-220	Animal Control-Fica/Medicare	448.00	67.34	380.66	0.85
4414-240	Animal Control-Training	350.00	0.00	350.00	1.00
4414-291	Animal Control-Uniforms	150.00	0.00	150.00	1.00
4414-343	Animal Control-Animal Rescue	700.00	0.00	700.00	1.00
4414-637	Animal Control-Mileage	1,200.00	0.00	1,200.00	1.00
4414-740	Animal Control - Equipment	100.00	0.00	100.00	1.00
4414-840	Animal Control-Radio Pager	600.00	0.00	600.00	1.00
	TOTAL ANIMAL CONTROL	9,408.00	947.34	8,460.66	0.90
 <u>Z HOIDUH</u>					
4442-111	Welfare-Director Wages	18,000.00	5,940.00	12,060.00	0.67
4442-220	Welfare-Director Fica/Medicare	1,377.00	454.41	922.59	0.67
4442-620	Welfare-Office Supplies	500.00	0.00	500.00	1.00
4442-689	Welfare-Director Expenses	150.00	0.00	150.00	1.00
4442-907	Welfare-General Assistance	500.00	488.49	11.51	0.02
4442-910	Welfare-Assist Electricity	5,000.00	890.41	4,109.59	0.82
4442-911	Welfare-Assist Heat	15,000.00	1,164.55	13,835.45	0.92
4442-912	Welfare-Assist Food	5,000.00	0.00	5,000.00	1.00
4442-913	Welfare-Assist Rent	31,473.00	14,388.84	17,084.16	0.54
4442-914	Welfare-Medical	3,000.00	0.00	3,000.00	1.00
	TOTAL WELFARE	80,000.00	23,326.70	56,673.30	0.71

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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>DWK OHWIF</u>					
4520-240	Athletic-Minute Taker/Website	1,225.00	153.00	1,072.00	0.88
4520-521	Athletic-Swimming	2,450.00	0.00	2,450.00	1.00
4520-605	Athletic-Softball	4,050.00	102.42	3,947.58	0.97
4520-740	Athletic - Medical	620.00	0.00	620.00	1.00
4520-741	Athletic-Baseball Exp	9,750.00	2,040.00	7,710.00	0.79
4520-742	Athletic-Soccer	13,800.00	42.99	13,757.01	1.00
4520-743	Athletic-Basketball	8,250.00	4,075.00	4,175.00	0.51
	TOTAL ATHLETIC	40,145.00	6,413.41	33,731.59	0.84
<u>OIEUDU\</u>					
4550-110	Library-Wages	0.00	56,511.59	(56,511.59)	0.00
4550-211	Library-Benefit Insurance	0.00	5,292.88	(5,292.88)	0.00
4550-220	Library-Fica/Medicare	0.00	4,245.93	(4,245.93)	0.00
4550-230	Library-Retirement	0.00	2,701.76	(2,701.76)	0.00
4550-413	Library-Heat Fuel	0.00	2,532.28	(2,532.28)	0.00
4550-956	Library-Appropriation	229,379.00	0.00	229,379.00	1.00
	TOTAL LIBRARY	229,379.00	71,284.44	158,094.56	0.69
<u>SDWUIR WIF #EXUSR VHV</u>					
4583-610	Patriotic Purposes	2,000.00	955.90	1,044.10	0.52
	TOTAL PATRIOTIC PURPOSES	2,000.00	955.90	1,044.10	0.52

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<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>EDOG</u>					
4589-111	Band-Concert Series	5,500.00	400.00	5,100.00	0.93
4589-115	Band-Concert Advertising	875.00	65.00	810.00	0.93
4589-120	Band-Concert Music License's	670.00	0.00	670.00	1.00
4589-689	Concerts-Supplies Other	150.00	0.00	150.00	1.00
	TOTAL BAND	<u>7,195.00</u>	<u>465.00</u>	<u>6,730.00</u>	<u>0.94</u>
<u>FRO VHUYDWIRO #FR P P IWVRO</u>					
4611-112	Conservation-Minute Taker	930.00	85.00	845.00	0.91
4611-240	Conservation-Training	420.00	0.00	420.00	1.00
4611-341	Conservation-Telephone	345.00	0.00	345.00	1.00
4611-620	Conservation-Office Supplies	70.00	0.00	70.00	1.00
4611-951	Conservation-Public Awareness	335.00	0.00	335.00	1.00
4611-952	Conservation-Lake Monitor	1,400.00	0.00	1,400.00	1.00
	TOTAL CONSERVATION	<u>3,500.00</u>	<u>85.00</u>	<u>3,415.00</u>	<u>0.98</u>
<u>FR P P XQIW\</u>					
4652-610	Community-CAP Program	14,000.00	0.00	14,000.00	1.00
4659-612	Community-White Birch Center	65,000.00	0.00	65,000.00	1.00
	TOTAL COMMUNITY	<u>79,000.00</u>	<u>0.00</u>	<u>79,000.00</u>	<u>1.00</u>
<u>GHEW#/HUYIFH</u>					
4711-940	Debt Service-Principal	270,190.00	59,289.95	210,900.05	0.78
4721-940	Debt Service-Interest	43,984.00	1,290.00	42,694.00	0.97
4723-940	Debt Service-TAN Interest	13,500.00	1,775.00	11,725.00	0.87
	TOTAL DEBT SERVICE	<u>327,674.00</u>	<u>62,354.95</u>	<u>265,319.05</u>	<u>0.81</u>

Wrz q# i# hq q h u
 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget + Prev Yrs Encumbrances</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>Z DUUDQW#DUWIFOHV</u>					
4901-005	Warrant-Road Improvements	177,945.00	0.00	177,945.00	1.00
4902-040	Warrant-2015 Stat Reval	99,000.00	2,500.00	96,500.00	0.97
4903-020	Warrant Art-Lib Design/Plan	31,055.50	28,341.50	2,714.00	0.09
	TOTAL WARRANT ARTICLES	308,000.50	30,841.50	277,159.00	0.90
<u>FDSIWDO#JHVHUYH</u>					
4915-003	Capital Reserve-TO Bld ETF	5,000.00	0.00	5,000.00	1.00
4915-890	Capital Reserve-Ambulance	70,000.00	0.00	70,000.00	1.00
4915-892	Capital Reserve-Police Blding	50,000.00	0.00	50,000.00	1.00
4915-893	Capital Reserve-Fire/Resq Bld	25,000.00	0.00	25,000.00	1.00
4915-894	Capital Reserve-Transfer Sta.	25,000.00	0.00	25,000.00	1.00
4915-895	Capital Reserve-Fire Equip/Trk	50,000.00	0.00	50,000.00	1.00
4915-896	Capital Reserve- Revaluation	39,000.00	0.00	39,000.00	1.00
4915-897	Capital Reserve-Highway Equip	25,000.00	0.00	25,000.00	1.00
4915-901	Road Maintenance ETF	750,000.00	0.00	750,000.00	1.00
4915-990	Capital Reserve-Bridge Repairs	10,000.00	0.00	10,000.00	1.00
	TOTAL CAPITAL RESERVE	1,049,000.00	0.00	1,049,000.00	1.00
<u>RWKHU#R YHUO P HQ WV</u>					
	TOTAL OTHER GOVERNMENTS	0.00	0.00	0.00	0.00
	TOTAL FUND 1 (TOWN OF)	7,214,607.50	1,601,867.04	5,612,740.46	0.78

Wrz q#i#K hq qnhu
 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>IXOG #5##R J VZ HOO#SUIQ J #Z DWHUZ R UNV</u>					
4331-110	CSWW-Wages FT	123,427.00	46,852.64	76,574.36	0.62
4331-120	CSWW-Wages PT	650.00	289.00	361.00	0.56
4331-140	CSWW-Wages OT	15,000.00	5,676.51	9,323.49	0.62
4331-210	CSWW-Benefit Insurances	33,005.00	10,563.76	22,441.24	0.68
4331-220	CSWW-Fica/Medicare	10,501.00	3,996.70	6,504.30	0.62
4331-230	CSWW-Retirement	15,462.00	5,244.19	10,217.81	0.66
4331-240	CSWW-Training/License	600.00	0.00	600.00	1.00
4331-291	CSWW-Uniforms	200.00	0.00	200.00	1.00
4331-320	CSWW-Legal Fees	2,500.00	69.70	2,430.30	0.97
4331-341	CSWW-Telephone	5,950.00	1,594.96	4,355.04	0.73
4331-390	CSWW-Consulting Fees	1,350.00	0.00	1,350.00	1.00
4331-397	CSWW-Contractor Services	42,650.00	17,019.30	25,630.70	0.60
4331-410	CSWW-Electricity	21,800.00	7,091.57	14,708.43	0.67
4331-411	CSWW-Heat	3,300.00	1,479.32	1,820.68	0.55
4331-430	CSWW-Building Repair	1,700.00	0.00	1,700.00	1.00
4331-520	CSWW-Workers Comp Ins	2,500.00	2,500.00	0.00	0.00
4331-521	CSWW-General Liability Ins	7,700.00	0.00	7,700.00	1.00
4331-550	CSWW-Printing	746.00	390.96	355.04	0.48
4331-560	CSWW-Dues/Memberships	190.00	0.00	190.00	1.00
4331-620	CSWW-Office Supplies	2,700.00	190.96	2,509.04	0.93
4331-625	CSWW-Postage	580.00	137.85	442.15	0.76
4331-635	CSWW-Vehicle Fuel	2,075.00	344.89	1,730.11	0.83
4331-660	CSWW-Repair/Maintenance	11,860.00	5,732.02	6,127.98	0.52
4331-689	CSWW-Supplies Other	270.00	385.48	(115.48)	(0.43)
4331-690	CSWW-Dig Safe Fees	200.00	21.00	179.00	0.90
4331-740	CSWW-Equipment Purchase	18,600.00	5,271.97	13,328.03	0.72
4331-855	CSWW-Safety Supplies	630.00	254.98	375.02	0.60
4331-862	CSWW-In House Lab	42.00	0.00	42.00	1.00
4331-864	CSWW-Outside Lab	3,762.00	161.00	3,601.00	0.96
4331-878	CSWW-Chemicals	11,500.00	3,458.80	8,041.20	0.70
4331-885	CSWW-Street Repair	14,500.00	344.56	14,155.44	0.98
4331-890	CSWW-Distribution Supply	13,490.00	3,395.89	10,094.11	0.75
4331-940	CSWW-Debt Service	111,073.00	1,250.00	109,823.00	0.99
4331-990	CSWW-Capital Reserve	34,490.00	0.00	34,490.00	1.00
	TOTAL CSWW Operations	515,003.00	123,718.01	391,284.99	0.76
<u>CSWW CAPITAL IMPROVEMENTS</u>					
	TOTAL CSWW Capital	0.00	0.00	0.00	0.00
	GRAND TOTAL CSWW	515,003.00	123,718.01	391,284.99	0.76

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 2020 Proposed Budget + 2019 Encumbrances
 For the period 1/1/2020 - 5/13/2020

<u>Acct #</u>	<u>Description</u>	<u>Budget</u>	<u>YTD Expenses</u>	<u>Available (Overspent)</u>	<u>% Avail</u>
<u>IXOG #5#Z DWHZ DWHU#WUHDWP HOW#DFIOIW\</u>					
4326-110	WWTP-Wages FT	155,482.00	55,252.00	100,230.00	0.64
4326-130	WWTP-Comm/Treas/Acctng	2,435.00	0.00	2,435.00	1.00
4326-140	WWTP-Wages OT	7,249.00	3,112.11	4,136.89	0.57
4326-210	WWTP-Benefit Insurances	43,948.00	20,350.92	23,597.08	0.54
4326-220	WWTP-Fica/Medicare	12,359.00	4,428.80	7,930.20	0.64
4326-230	WWTP-Retirement	18,177.00	4,420.93	13,756.07	0.76
4326-240	WWTP-Training/License	1,100.00	305.00	795.00	0.72
4326-291	WWTP-Uniforms	1,071.00	210.00	861.00	0.80
4326-301	WWTP-Accounting	820.00	0.00	820.00	1.00
4326-341	WWTP-Telephone	3,756.00	1,474.90	2,281.10	0.61
4326-408	WWTP-Electricity Pump Station	4,612.00	1,235.75	3,376.25	0.73
4326-409	WWTP-Electricity	52,382.00	13,664.36	38,717.64	0.74
4326-410	WWTP-Elec Maple Street	1,090.00	439.09	650.91	0.60
4326-411	WWTP-Heat Belt Press Bldg	4,408.00	2,660.01	1,747.99	0.40
4326-412	WWTP-Water	34,844.00	14,385.68	20,458.32	0.59
4326-413	WWTP-Heat Plant	6,718.00	3,354.27	3,363.73	0.50
4326-414	WWTP-Alarm Service	730.00	0.00	730.00	1.00
4326-415	WWTP - Propane	1,680.00	588.83	1,091.17	0.65
4326-430	WWTP-Building Repair/Maint	2,040.00	400.36	1,639.64	0.80
4326-520	WWTP-Workers Comp Insurance	3,900.00	3,900.00	0.00	0.00
4326-521	WWTP-General Liab Ins.	10,500.00	0.00	10,500.00	1.00
4326-550	WWTP-Printing	200.00	0.00	200.00	1.00
4326-560	WWTP-Dues/Memberships	215.00	105.00	110.00	0.51
4326-620	WWTP-Office Supplies	875.00	0.00	875.00	1.00
4326-625	WWTP-Postage	585.00	0.00	585.00	1.00
4326-635	WWTP-Vehicle Fuel	800.00	218.77	581.23	0.73
4326-650	WWTP-Lawn Tractor Repair	600.00	108.95	491.05	0.82
4326-660	WWTP-Vehicle Repair	200.00	0.00	200.00	1.00
4326-661	WWTP-Tires	1,680.00	0.00	1,680.00	1.00
4326-662	WWTP-Vehicle Parts/Accessories	200.00	0.00	200.00	1.00
4326-689	WWTP-Supplies Other	3,375.00	366.54	3,008.46	0.89
4326-740	WWTP-Equipment Purchases	600.00	0.00	600.00	1.00
4326-741	WWTP-Tool Purchases	400.00	170.07	229.93	0.57
4326-805	WWTP-Equipment Repair/Maint.	38,778.00	9,465.61	29,312.39	0.76
4326-810	WWTP-Computer Repair/Maint.	500.00	0.00	500.00	1.00
4326-855	WWTP-Safety Supplies	1,730.00	1,672.79	57.21	0.03
4326-860	WWTP-Lab Repair/Maintenance	5,583.00	2,109.81	3,473.19	0.62
4326-862	WWTP-In House Lab	6,871.00	1,267.70	5,603.30	0.82
4326-864	WWTP-Outside Lab	4,975.00	1,946.00	3,029.00	0.61
4326-869	WWTP-Sludge Processing	10,940.00	2,923.00	8,017.00	0.73
4326-870	WWTP-Sludge Disposal Expense	35,070.00	11,232.68	23,837.32	0.68
4326-875	WWTP-Collection System	32,608.00	100.00	32,508.00	1.00
4326-940	WWTP-Debt Service	42,163.00	1,935.00	40,228.00	0.95
4326-988	WWTP-PH Adjustment	24,360.00	9,844.00	14,516.00	0.60
4326-990	WWTP-Capital Reserve	50,000.00	0.00	50,000.00	1.00
TOTAL WWTP		632,609.00	173,648.93	458,960.07	0.73

Wrz q#i#K hgg lhu2020 Proposed Budget + 2019 Encumberances
For the period 1/1/2020 - 5/13/2020WWTP CAPITAL

TOTAL WWTP CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
GRAND TOTAL WWTP	<u>632,609.00</u>	<u>173,648.93</u>	<u>458,960.07</u>	<u>0.73</u>
GROSS TOTAL (ALL FUNDS)	<u>8,362,219.50</u>	<u>1,899,233.98</u>	<u>6,462,985.52</u>	<u>0.77</u>

Total of Existing Accounts Budget Request	8,362,219.50
Start Capital Reserve- WWTP	1.00
Start ETF - Town Technologiy	25,000.00
Start ETF - Parks	15,000.00
Start ETF - Police Equipment	2,500.00
W/Art WWTP Bond	3,200,000.00
W/Art CSWW Bond	350,000.00
W/Art Conservation Testing Bond	75,000.00
W/Art Advance Tucker Free	109,250.00
W/Art Tucker Free Fund Raising Consult	30,000.00
W/Art Parks Mower	18,500.00
W/Art Rescue Ambulance	275,000.00
Gross Report Total	12,462,470.50

A. GENERAL FUND CASH BALANCE AS OF 5/12/2020 \$1,300,441.11

This is all in the operating general fund. The investment account we have at Citizens forced us to move money to get a better interest rate. We generally use up that cash first (which was moved by end of March 20) and then we get into the Tan. We have -0- in invested funds at this point. The rates have tanked since the Covid situation anyway.

TAX ANTICIPATION NOTE BALANCE AS OF 5/12/2020 \$750,000.00

Total Tan available is \$3,000,000. Generally used \$1,500,000 in April-May-June repaid by 7/31. Use \$1,500,000 in Oct-Nov Dec. Must be paid back by 12/31 cannot span years. Can keep money as long as we need in 2020, but will pay interest on outstanding balance. (2.55%)

OWED TO HENNIKER SCHOOL AS OF 5/12/2020 \$1,369,181.00

Intend on paying \$600,000 in May and \$769,181 in June. Must be paid by 6/30. Speaking with Deb Hooper, cash needed in July will be \$500,000 and August \$500,000 The school has hired a new Business Administrator and she was looking to help us out by keeping us in the loop on their cash flow planning needs.

OWED TO JOHN STARK SCHOOL AS OF 5/12/2020 \$496,368.00

Intend on paying \$250,000 in May and \$246,368 in June. Must be paid by 6/30
Intending on paying \$200,000 in July and \$200,000 in August.