

**TOWN OF ASHLAND  
BOARD OF SELECTMEN MEETING  
MONDAY, JUNE 1, 2020 at 5:30 p.m.  
ASHLAND TOWN OFFICE  
20 HIGHLAND ST, ASHLAND, NH**

*Note: This meeting will occur over zoom video/phone teleconference per the allowance under the Governor's Emergency Order #12 that waived the requirement of having a quorum of the Board physically present for a public meeting. We encourage those who would like to participate to please call the number listed below.*

**Phone conference#: (929) 205 6099 Meeting ID: 811 5778 0649 Password: 977068**

**I. CALL TO ORDER**

**II. APPROVAL OF MINUTES**

- a. BOS meeting(s); 5/18/2020

**III. NEW BUSINESS**

- a. Ashland Parks & Recreation – Town Beach and Pickle Ball Courts
- b. Ashland public body appointment interviews
  - i. Trustee of Trust Funds
    - 1. Walter Durack
    - 2. Robert J. Letourneau
    - 3. Dave Toth
  - ii. Ashland Heritage Commission
    - 1. John Harville

**IV. OLD BUSINESS**

- a. Scribner Report

**V. SELECTBOARD ITEMS**

- a. Governor's Office for Emergency Relief and Recovery (GOFERR) grant application and acceptance of the unanticipated revenue

**VI. NON-PUBLIC SESSION**

- a. RSA 91-A:3, II (a)
- b. RSA 91-A:3, II (a)
- c. RSA 91-A:3, II (b)

**VII. ADJOURN**

**Posted on 5/29/2020 at the Town Office building and town website**

*The Ashland Board of Selectmen reserve the right to enter nonpublic session when necessary according to the provisions of RSA 91-A. Any person with a disabling condition who wishes to attend this public meeting and needs to be provided reasonable accommodations to participate, please contact the Ashland Town Office at 603-968-4432 so accommodations can be made. It is asked that such requests be made with prior notice.*

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**TOWN OF ASHLAND  
BOARD OF SELECTMEN  
MEETING MINUTES  
MONDAY, MAY 18, 2020  
ASHLAND TOWN OFFICE  
5:30 P.M.**

*Note: this meeting was conducted over zoom video and teleconference, per the exception provided by the Governor's Emergency Order #12 (in relation to the Covid-19 pandemic). Emergency Order #12 waived the physical presence of board members (RSA 91-A2, III (b)).*

- I. CALL TO ORDER** – Town of Ashland Chairman of the Board Eli Badger called the meeting to order at 5:30 p.m. with a roll call; Chairman Eli Badger, Vice Chairman Kathleen DeWolfe, Selectmen Frances Newton, Alan Cilley, and Jamie Lyford all signified they were present via the video and teleconference.

**II. APPROVAL OF MINUTES**

**MOTION:** Selectman Newton

*To approve the meeting minutes of May 4, 2020.*

**SECOND:** Vice Chairman DeWolfe

**DISCUSSION:** Vice Chairman DeWolfe added “admin” on page 2, line 17.

**VOTE:** 5 – 0

**MOTION PASSED**

**III. NEW BUSINESS**

**a. Ashland Town Clerk/Tax Collector (TC/TC)**

- i. June property tax warrant (billing) and Intent to Cut Form** – TC/TC Patricia Tucker asked, at the least, three Selectmen visit the Town Office to sign June's property tax warrant (billing) and an Intent to Cut Form. Both need a quorum of the board to sign for processing.

- ii. Ashland Deputy Town Clerk appointment interview** – TC/TC Tucker recommended the board appoint Jeanette Stewart as the Deputy. Board interviewed Ms. Stewart for the vacant position. Ms. Stewart provided background qualifications and felt with her prior public official duties she would be a great asset to the town. TC/TC Tucker recommended Ms. Stewart as she was someone she could work closely with.

**MOTION:** Selectman Lyford

*To appoint Jeanette Stewart as the Deputy Town Clerk.*

**SECOND:** Selectman Cilley

**DISCUSSION:** Vice Chairman DeWolfe asked about training. TC/TC Tucker replied she would have to check with the state, but because of the social distancing measures [covid pandemic], training might have to be done online.

**VOTE:** 3 – 2

1 **MOTION PASSED**

2  
3 **b. Ashland Parks & Recreation**

4 i. **Town Beach** – Parks & Recreation Director Ann Barney provided the board  
5 with plans on how the town could possibly open the town beach this summer.  
6 Board members had concerns about beach visitors keeping a social distance, the  
7 safety of staff, and their increased responsibilities. Consensus of the board was  
8 to delay a decision on opening the beach until their June meeting.

9 ii. **Summer Camp** – Parks & Recreation Director Barney started the conversation  
10 with the Selectmen about the town offering the summer camp program this year.  
11 Director Barney mentioned that it might be difficult to have the program with  
12 the current social distancing measures (no more than ten people gathering).  
13 Board was not in favor of opening the program this summer out of public health  
14 concerns and the spread of the Covid virus.

15  
16 **MOTION:** Vice Chairman DeWolfe  
17 *To cancel 2020 Parks & Rec Summer Camp.*

18 **SECOND:** Selectman Newton

19 **VOTE:** 5 – 0

20 **MOTION PASSED**

21  
22 **c. Winona Road fence complaint** – Ashland resident Shelly Thompson made a formal  
23 complaint to the Board of Selectmen about a fence not having a building permit. Town  
24 Manager Smith to investigate the issue further and notify resident about permit.  
25

26 **IV. OLD BUSINESS**

27 a. **Ashland 4<sup>th</sup> of July Celebration** – after the recent 4<sup>th</sup> of July Committee meeting the  
28 Board of Selectmen revisited the subject of having the celebration. At their May 13<sup>th</sup>  
29 meeting the committee voted to cancel the fireworks. Many surrounding towns have  
30 also cancelled their celebrations. Due to public health concerns (Covid pandemic) the  
31 Board voted not to hold the event this year.

32  
33 **MOTION:** Vice Chairman DeWolfe

34 *Motion (with regret) and because of the Covid virus, to cancel the town 4<sup>th</sup> of July*  
35 *celebration events in 2020.*

36 **SECOND:** Selectman Newton

37 **VOTE:** 5 – 0

38 **MOTION PASSED**

39  
40 **V. SELECTBOARD ITEMS**

41 a. **Reopening the Town Office and Utility Building** – Selectman Cilley asked the  
42 Selectmen when the town was going to reopen the town office and utility building to  
43 the public? Town staff to work on a plan about reopening.

44 b. **Ashland Trustees of the Trust Funds** – Town Manager Smith announced that the  
45 Town Office received resignation letters from two trustees (Mark Ober and Tom  
46 Peters). The public body, currently, does not have a quorum. Trustee Amanda Loud

1 mentioned the openings have caused problems with paying bills (Trustee Loud cannot  
2 be the sole signatory). Trustee Loud offered to personally pay the outstanding phone  
3 bill and be reimbursed, the Board thanked Ms. Loud for the offer but did not think she  
4 should have to pay out of pocket expenses. Board has already received three applicants  
5 for the two open positions. Both openings can be appointed by the Board, but the terms  
6 are only until the next election (March 2021) when the positions will be back on the  
7 ballot. Applicants interested in the open appointments have until the end of May to  
8 apply, board intends on interviewing applicants at their meeting in June.

9 **c. Ashland Board of Selectmen public body appointments**

10 i. **Ashland Budget Committee** – Chairman Badger offered to remain as the  
11 board appointee, consensus of the board agreed, and they also appointed  
12 Selectman Lyford as the Alternate.

13 ii. **Ashland Planning Board** – Vice Chairman DeWolfe offered to remain as the  
14 ex officio member and Selectman Newton as the Alternate. Board agreed to  
15 keep the status quo.

16 iii. **Ashland Heritage Commission** – Selectman Newton agreed to remain the  
17 appointee and Chairman Badger would be the Alternate. Board agreed to the  
18 representation.

19 **d. Ashland Zoning Board of Adjustment (ZBA)** – both Chairman Badger and  
20 Selectman Cilley are currently members of the ZBA. Selectman Cilley’s term has  
21 expired and Chairman Badger preferred not to remain a member out of conflict (wife  
22 Mardean Badger is also a member). Selectman Cilley agreed to be reappointed and  
23 Chairman Badger intends on stepping down from the ZBA.

24  
25 **MOTION:** Vice Chairman DeWolfe

26 *To appoint Alan Cilley as a full member of the Ashland Zoning Board of Adjustment for*  
27 *a three-year term.*

28 **SECOND:** Chairman Badger

29 **VOTE:** 4 – 0 – 1 (Selectman Cilley abstained)

30 **MOTION PASSED**

31  
32  
33 **VI. ADJOURNED** – the Board of Selectmen adjourned their meeting at 7:28 p.m. and will  
34 reconvene at their next meeting on Monday, June 1, 2020.

35  
36 *On behalf of the Ashland Board of Selectmen Town Manager Charles Smith wrote these meeting*  
37 *minutes on May 19, 2020.*



**TOWN OF ASHLAND**  
**APPOINTMENT APPLICATION**  
**BOARDS, COMMITTEES AND COMMISSIONS**  
(Appointments are made as vacancies occur)

Name Walter Durack

Address 160 Depot St

Lived in Ashland since October 2009

Day Phone \_\_\_\_\_

Evening Phone 968-2245

Email walter.durack@gmail.com

I am interested in volunteering for one or more of the following, in order of preference:  
(1st choice, 2nd choice, etc.):

Capital Improvements Plan (CIP) Committee

Conservation Commission

Economic Development Committee

Heritage Commission

Housing Standards

Planning Board

Zoning Board of Adjustment

Other Trustee of the Trust Funds

Occupation Facilities Project Manager

Employer Plymouth State University Since November 2017

Do you feel there could be any conflicts of interest with your personal beliefs, occupation, or employer by being appointed to serve on what you have applied for?  No  Yes

Education B.S. Civil Engineering, University of New Hampshire - Durham, NH (2008)

Relevant Experience Project planning & execution, budget management

Volunteer time available per week Approximately 4 hours

Have you been previously appointed to any Town or School District Boards, Commissions or Committees?  No  Yes If yes, list all Conservation Commission, Transportation Advisory Committee, Budget Committee


Are you willing to serve as an alternate member?  No  Yes

Are you willing to serve on a sub-committee?  No  Yes

I would like to change/improve the following I would like to increase transparency and improve public access to municipal government and its happenings. Also, we live in the 21<sup>st</sup> century and the modern world requires modern investment strategies, as governed by state laws and town policies.

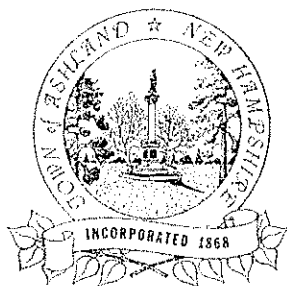
The greatest personal attribute or qualification I can bring to this appointment is an understanding of municipal and business budgeting, financial accountability, and timely reporting.

I would like to be appointed because there is an immediate need for assistance so that CRF requests for disbursement can be processed in a timely manner. I have the interest, the availability, and the requisite knowledge to be able to offer assistance.

Signature  Date 11 May 2020

Please submit this form by mail to: Town of Ashland, P.O. Box 517 Ashland, NH 03217 or email to [townadmin@ashland.nh.gov](mailto:townadmin@ashland.nh.gov)

Board of Selectmen adopted on April 30<sup>th</sup>, 2018



**TOWN OF ASHLAND**  
**APPOINTMENT APPLICATION**  
**BOARDS, COMMITTEES AND COMMISSIONS**  
(Appointments are made as vacancies occur)

Name ROBERT J. LETOURNEAU  
Address 69 THOMPSON ST Lived in Ashland since 1995  
Day Phone 603-548-8146 Evening Phone SAME  
Email bob.letourneau@gmail.com  
20

I am interested in volunteering for one or more of the following, in order of preference:  
(1st choice, 2nd choice, etc.):

Capital Improvements Plan (CIP) Committee

Conservation Commission

Economic Development Committee

Heritage Commission

Housing Standards

Planning Board

Zoning Board of Adjustment

Other TRUSTEE

Occupation Retired

Employer \_\_\_\_\_ Since 12/31/2019

Do you feel there could be any conflicts of interest with your personal beliefs, occupation, or employer by being appointed to serve on what you have applied for?  No  Yes

Education High School + Extensive APTED education

Relevant Experience STATE SENATOR - STATE REP MANY STATE BOARDS

Volunteer time available per week what is needed

Have you been previously appointed to any Town or School District Boards, Commissions or Committees?  No  Yes If yes, list all \_\_\_\_\_

Are you willing to serve as an alternate member?  No  Yes

Are you willing to serve on a sub-committee?  No  Yes

I would like to change/improve the following There is ALWAYS  
opportunity to make improvement.

The greatest personal attribute or qualification I can bring to this appointment is \_\_\_\_\_

helping people, helping our community

I would like to be appointed because SERVING OUR COMMUNITY

Signature Robert J. Liberman Date 5-12-2020

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Board of Selectmen adopted on April 30<sup>th</sup>, 2018



## BOARDS, COMMITTEES AND COMMISSIONS

(Appointments are made as vacancies occur)

Name David Toth

Address 54 Smith Hill Rd. Lived in Ashland since 2005  
Day

Phone 603 481-1049 Evening Phone \_\_\_\_\_

Email tothdj@roadrunner.com

I am interested in volunteering for one or more of the following, in order of preference:  
(1st choice, 2nd choice, etc.):

Capital Improvements Plan (CIP) Committee

Conservation Commission

Economic Development Committee

Heritage Commission

Housing Standards

Planning Board

Zoning Board of Adjustment

Other Town Trustee/Scribner Trustee

Occupation \_\_\_Retired\_\_\_\_\_

Employer \_\_\_\_\_ Since \_\_\_\_\_

Do you feel there could be any conflicts of interest with your personal beliefs, occupation, or employer by being appointed to serve on what you have applied for? XNo Yes

Education \_\_\_Master's Degree in English\_\_\_\_\_

Experience \_\_\_Associate Professor of English, Three Rivers Community College, U>S> Navy Submarine Service/ Vietnam Veteran

Volunteer time available per week \_\_\_\_\_10 hours\_\_\_\_\_

Have you been previously appointed to any Town or School District Boards, Commissions or Committees? No X Yes If yes, list all

Heal, Community Garden Committee, Budget Committee, CIP Committee, Water and Sewer Commission, ZBA, LRPC Commissioner, Region Transportation Advisory Committee, grant committees (TAP, Northern Borders, Brownfields, Heal, Harvard Pilgrim, Meredith Village Savings Bank)

Are you willing to serve as an alternate member? No Yes Are you willing to serve on a sub-committee? No X Yes

I would like to change/improve the following

Improve transparency, improve communication with the Board of Selectmen, update record keeping, and improve the relationship with the Library Trustees

The greatest personal attribute or qualification I can bring to this appointment is

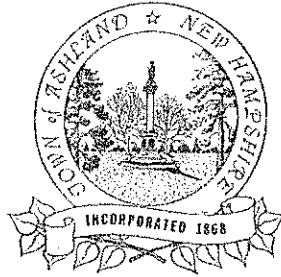
I have the management, financial, communication, and computer skills required to serve as a Town Trustee, as well as an in-depth understanding of town operations. What I think is most important, however, is that I have a record of accomplishments that have improved the quality of life in Ashland and saved the taxpayers and ratepayers money. I was instrumental in developing and constructing the community garden. I helped to implement Capital Improvement Planning and developed the spreadsheets to analyze capital improvement needs. As Water and Sewer Commissioner I helped to implement electronic meter reading and billing, participated in the legal effort to defeat Northern Pass, participated in the development, design and construction of the new Septage Receiving Station, and increased revenues from septage receiving from \$25K to over \$500K per year. I worked on grant committees that have netted the town over \$750,000. All of these activities were team efforts and required community input and support.

I would like to be appointed because

I am committed to serving the town and believe that managing the Town Trust Funds is an important responsibility, especially during this time of economic uncertainty. Managing the Scribner Trust is also important since the building houses the library, one of the town's most important assets, and it is one of the town's iconic architectural structures.

Signature David Toth Date May  
28, 2020 Please submit this form by mail to: Town of Ashland, P.O. Box 517  
Ashland, NH 03217 or  
email to [townadmin@ashland.nh.gov](mailto:townadmin@ashland.nh.gov)  
Board of Selectmen adopted on April 30th, 2018

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**TOWN OF ASHLAND**

**APPOINTMENT APPLICATION**

**BOARDS, COMMITTEES AND COMMISSIONS**

(Appointments are made as vacancies occur)

Name John Harville  
Address 60 Highland St. Lived in Ashland since 2003  
Day Phone 603 937 4448 Evening Phone \_\_\_\_\_  
Email johnharville@yahoo.com

I am interested in volunteering for one or more of the following, in order of preference:  
(1st choice, 2nd choice, etc.):

- Capital Improvements Plan (CIP) Committee
- Conservation Commission
- Economic Development Committee
- Heritage Commission
- Housing Standards
- Planning Board
- Zoning Board of Adjustment
- Other \_\_\_\_\_

Occupation Retired

Employer \_\_\_\_\_ Since \_\_\_\_\_

Do you feel there could be any conflicts of interest with your personal beliefs, occupation, or employer by being appointed to serve on what you have applied for?  No  Yes

Education BA.

Relevant Experience worked in Management Office for Department of State

Volunteer time available per week as necessary

Have you been previously appointed to any Town or School District Boards, Commissions or Committees?  No  Yes If yes, list all 4<sup>th</sup> of July Committee and Heritage Commission

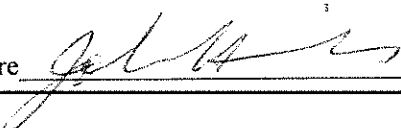
Are you willing to serve as an alternate member?  No  Yes

Are you willing to serve on a sub-committee?  No  Yes

I would like to change/improve the following Making citizens of Ashland more aware of their heritage.

The greatest personal attribute or qualification I can bring to this appointment is management abilities.

I would like to be appointed because I want to give back to the town

Signature  Date \_\_\_\_\_

Please submit this form by mail to: Town of Ashland, P.O. Box 517 Ashland, NH 03217 or email to [townadmin@ashland.nh.gov](mailto:townadmin@ashland.nh.gov)



## Town of Ashland Board of Selectmen Agenda Report

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**Date:** May 29, 2020

**To:** Board of Selectmen

**From:** Town Manager Smith

**Subject:** Designate Town Manager to apply and sign for GOFERR Grant Agreement

**Background:** GOFERR's grant funding is in relation to municipalities receiving reimbursements for Coronavirus (COVID-19) related expenses. The state's total allocation for the GOFERR grant is \$40M with \$32M allocated to municipalities and \$8M to counties. Municipal allocation is based on percentage of population, Ashland's population as of 2018 was 2,098 equaling 0.15% of the state's total population (1,356,265). Ashland's grant allocation equals \$49,501 and would fall under the provisions of RSA 31:95 - b, statute previously adopted by the town that authorizes the board of selectmen to accept unanticipated money from the state, federal government or other source during a fiscal year. As of today, the town has expended \$3,880 for COVID related expenses and would request the amount be reimbursed through the GOFERR grant.

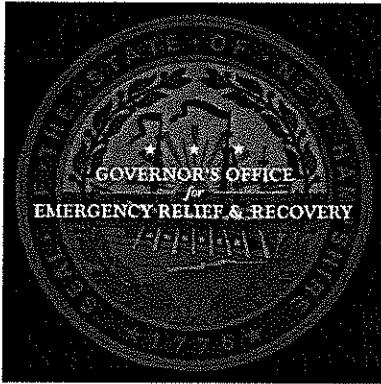
**Recommended motion:**

- 1) *To designate Town Manager Smith as the authorized representative to apply for and sign on behalf of the town, the Governor's Office for Emergency Relief and Recovery (GOFERR) Grant Agreement.*
- 2) *To accept as unanticipated revenue the total grant allocation of \$49,501.*

# Governor's Office for Emergency Relief & Recovery

## CORONAVIRUS RELIEF FUND PAYMENTS TO LOCAL GOVERNMENTS

### Program Overview and Guidance



The Governor has authorized the allocation and expenditure of \$40 million total, \$32 million to municipalities and \$8 million to counties, to cover eligible COVID-19-related expenses incurred from March 1, 2020 to August 31, 2020. Eligible reimbursements through other federal sources, including FEMA and any state or local match must be excluded. These amounts have been allocated and made available to all municipalities and counties based on 2018 population figures from the Office of Strategic Initiatives. The allocated amounts can be found on the website of the Governor's Office for Emergency Relief and Recovery (GOFERR) ([www.goferr.nh.gov](http://www.goferr.nh.gov)).

Local governments will only be reimbursed for COVID-19-related expenses actually incurred, but only up to the amounts allocated based on population figures. No local government can receive total reimbursements from the GOFERR Coronavirus Relief Fund exceeding its allocated amount. For example, if \$100,000 was allocated to Municipality A, Municipality A could not be reimbursed for eligible expenses totaling more than \$100,000, even if Municipality A's eligible expenses from March 1, 2020 to August 31, 2020 amount to \$200,000. Any amount allocated that exceeds the eligible 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.

In September, local governments will be required to estimate the additional COVID-19-related expenses they will incur through December 30, 2020. GOFERR will use this information in considering whether further relief might be needed after August 31, 2020.

**Grant Agreement:** Each local government must submit by e-mail, a signed grant agreement to GOFERR to be eligible for the funds. To request or verify your vendor number (Item 1.6 of the Grant Agreement), please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> and for questions, email: [prch.web@das.nh.gov](mailto:prch.web@das.nh.gov). For questions and to submit a completed agreement, please email [municipalities@goferr.nh.gov](mailto:municipalities@goferr.nh.gov), if a municipality, or [counties@goferr.nh.gov](mailto:counties@goferr.nh.gov), if a county. The agreement is available on the GOFERR website ([www.goferr.nh.gov](http://www.goferr.nh.gov)). A local government's failure to submit a completed grant agreement before or together with its initial request for reimbursement will mean that no funds will be paid to the local government.

**Reimbursement Requests:** Local governments must submit reimbursement requests to GOFERR by email (using the Reimbursement Request Form), including expense details/explanations, estimates, if applicable, and supporting documentation. Please email [municipalities@goferr.nh.gov](mailto:municipalities@goferr.nh.gov), if a municipality, or [counties@goferr.nh.gov](mailto:counties@goferr.nh.gov), if a county. The form is available on the GOFERR website ([www.goferr.nh.gov](http://www.goferr.nh.gov)). The initial request for reimbursement may be submitted with the completed grant agreement, and must be submitted by June 1, 2020. GOFERR will make every effort to issue all checks within 30 days after receipt of the request.

GOFERR will only accept reimbursement requests in May, July, and September, as follows:

- 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 local government fails to submit a request by any deadline, the local government will not receive a reimbursement payment for expenses incurred during the applicable time period.

Guidance on Allowable Costs: To the extent not covered by another relief funding source:

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. 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.

Not Allowable:

- Shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of Fund payments.

Examples - Allowable

- Increased Welfare costs – food, shelter, utilities
- Interest on Tax Anticipation Notes (TANs) or other short-term borrowing
- 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)
- 25% match on FEMA eligible costs

Examples – Not Allowable:

- The 75% of FEMA eligible costs
- Property tax abatements (will not know extent until final tax bills are issued in December and abatement applications are filed thereafter)



GOFERR CORONAVIRUS RELIEF FUND GRANT AGREEMENT  
(Municipalities and Counties)

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

1. GENERAL PROVISIONS: IDENTIFICATION.

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

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

1.3. Grantee Name: \_\_\_\_\_

1.4. Grantee Address: \_\_\_\_\_

1.5 Grantee Telephone Number: \_\_\_\_\_

1.6. State Vendor Number: \_\_\_\_\_

1.7. Completion Date: \_\_\_\_\_

1.8. Grant Amount not to exceed \$ \_\_\_\_\_

1.9. Grant Officer for State Agency: John Frasier

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

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

A. Majority of Selectmen

\_\_\_\_\_ Date: \_\_\_\_\_  
Selectmen Signor 1

\_\_\_\_\_ Date: \_\_\_\_\_  
Selectmen Signor 2

\_\_\_\_\_ Date: \_\_\_\_\_  
Selectmen Signor 3

B. Designated Signing Authority

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

1.12. State of New Hampshire Signature:

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

### 3. EFFECTIVE DATE: COMPLETION OF GRANT.

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

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

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

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

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

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

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

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

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

### 6. RECORDS AND ACCOUNTS.

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

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

#### 7. PERSONNEL.

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

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

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

#### 9. EVENT OF DEFAULT: REMEDIES.

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

- Failure to perform the Grant satisfactorily or on schedule; or
- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

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

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

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

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

#### 10. TERMINATION.

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

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

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

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

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

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

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

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

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

**15. INSURANCE AND BOND.**

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

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

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

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

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

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

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

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

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

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

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

## GOFERR GRANT AGREEMENT EXHIBIT A

### Scope of Allowable Uses of Coronavirus Relief Fund Grant

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

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

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

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

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

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

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

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

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

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

Initials \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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Date \_\_\_\_\_

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

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

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

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

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.

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***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

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



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

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

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

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

***Nonexclusive examples of eligible expenditures***

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

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

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

*Nonexclusive examples of ineligible expenditures*<sup>2</sup>

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.<sup>3</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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<sup>2</sup> 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.

<sup>3</sup> 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.