

**SELECT BOARD MEETING
TOWN OF PETERBOROUGH**
Tuesday, May 19, 2020 – 5:00pm
1 Grove Street, Peterborough, New Hampshire

NEW BUSINESS

- Recreation Director Lisa Koziell Betz
 - Summer Recreation Plan
 - Cunningham Pond Limited Reopening Plan
 - Recommendations Regarding Summer Playground Programs
- Chief Ed Walker
 - Update on Restaurant Reopenings
- Town Administrator Rodney Bartlett
 - Authorization to Apply for GOFERR Grant
 - Authorization to Amend Church Street Easements
 - Authorization to Sign Commitment Letter from People's United Bank-\$800,000 Bond Anticipation Note/Non-Revolver Letter of Credit, for the Main St. Bridge and Route 202 Projects
 - Project Updates

OLD BUSINESS

- Review and Approval of the Minutes of March 31st & April 7th, 2020

OTHER BUSINESS

CONSENT AGENDA

Correspondence

Letter from NHDOT re: Paving Project

Building Permits

BP20-49; 169 Sand Hill Road; Lebel; SFR

BP20-50; 10B Altemont Street; Bay; Reno

BP20-51; 305 Union Street; Spitzfaden; Electrical

BP20-53; 129 Sand Hill Road; Gourlay; Deck

BP20-54; 14 High Street; Gordon; Reno

ADJOURN

15 May 2020

Because of the fluidity of COVID-19, these recommendations, and procedures for the operation of Cunningham Pond are subject to change.

We propose to open June 1st. Hours, 10am to 7pm. No walk-in reservations would be allowed. Reservations must go through www.peterboroughrec.com or by calling the rec office. Reservations will have to be placed by 4pm the day prior so we can get the reservation list down to the Pond Staff. If we have openings, we can take reservations over the phone the day of and relay that information.

- I am recommending no raft at this time (raft is 12x12) Ray is working with Tim Rose to devise a plan.
- No boat rentals allowed at this time per EO #40
 - o No boat rentals mean no handling of money right now.
- We would paint out the parking spots for visitors (something new).
- No lifejackets loaned out for general swimming – folks would bring their own (we usually have lifejackets for kids without solid swimming skills).
- We would not put out toys like previous years.
- With the reservation system, we do not need folks to come in for beach stickers (offices still closed). Staff will have stickers.
- PPD would not need to monitor and ticket. The only exception may be between the hours of 8 and 10am.
- Non-residents can still purchase their stickers for the season – figuratively speaking - and then reserve a spot like Peterborough residents will do.
- Swimming lessons are tentatively scheduled to begin July 6th at the pond.
- Currently, porta potties are recommended if there is less than 1 bathroom per 8 to 10 people. We would need 3 additional porta-potties to meet this criterion.
 - o The septic system at the Pond is being pumped and fixed. This may factor into our ultimate opening date and/or the number of porta potties.
- At this point, picnic area is reservation only per the EO #40 for “Inland Beaches Guidelines”. We do have the sprayer to sanitize the picnic tables, so they do not need to be removed. There is only 1 picnic table in that area, and we will post it as reservation only. Others are spread out.
- CDC signage, appropriate to COVID-19 and inland beaches will be posted.
- Full procedural steps and expectations would have to be made easily accessible to the public.

To control crowds, we would offer 10 vehicle reservation slots, 2x/day.....10am to 2:15pm and 2:45pm to 7pm. \$8 per time slot. If they go to the pond, the gate attendants would check off that they came, and we would refund in this office within three business days. The State is taking reservations for \$15/day, with a \$1.00 admin fee. We can increase or decrease that number of 10 as needed. This is going to require a lot of data input and time on our end, but it is the only way I see of controlling overcrowding.

For figures, there are 40 parking spots up in the main parking lot and 4 near the boat ramp. John and I measured the various areas of the pond Wednesday...

--The grassy sections at the pond can accommodate about 29 people. (5041 square feet divided by 170 square feet – which would account for chair, blanket and toy room). Per the EO #40, sitting, playing and sunbathing is allowed.

--The beach area can accommodate 21 people. From a linear perspective, if folks stand 6 feet apart at the water's edge, 18 people can stand at a 6-foot distance.

--Boat Ramp area can accommodate about 11 people. Linearly, that is 7 people at the water's edge.

--Picnic area – can accommodate 15 to 21 people depending upon how much they bring in with them. I am not including this in the number of people for that is not the main reason folks go to Cunningham Pond.

29 (grassy area) plus 21 (beach area) plus 11 (Boat ramp) = 61 people. Some may argue that folks need to be further apart to accommodate for wind. This is where not counting the picnic area gives us some leeway.

For all staff: Lifeguards and bath house attendants at Pond. Training the week of May 18th.

- Training on sanitization and hygiene measures, prevention per the Universal Guidelines for All New Hampshire Employers and Employees.
- All current bath house staff members worked last year. They will need training in the new operational procedures and protocols.
- Provide PPE to be worn if within 6 feet of others.
- Stay home guidelines
- Screening measures, as outlined in the Universal Guidelines for ALL New Hampshire Employers and Employees.
- Fill out daily screening sheet. Lisa, John or head staff in charge of documentation.

Bath house staff: We always plan to have 2 bath house staff on, coming in ½ hr earlier than opening and ½ later so they can clean. John, Lauren or I will be at the gate most of the time also. If one of us cannot be there, then we will have two attendants at the gate. This is two more than usual but due to COVID-19 guidelines, we need the extra staff to sanitize and monitor.

- Two would have to supervise the main gate. We would require folks to place their reservations by 4pm the day prior. The staff member would then have a list to compare to. If reservations are kept, we would refund \$7 the next day.
 - We would not allow walk ins.
 - The question would be asked if any occupants of the car are not feeling well. If so, they would not be allowed entry and they would be fully refunded.
 - If someone calls cancelling their reservation due to illness, we would also issue a full refund.
 - Staff wears a cloth mask when at the front gate or within 6 feet of someone else.

- It is highly recommended that visitors wear a mask at all times, to be removed when playing or swimming in the water.
- Must show reservation receipt via phone or paper copy to gate attendant.
- For reservations the day of, if space is available....that would have to be made through the office. This way, they sign off on the liability waiver also.
- Spray cannister at the pond to sanitize railings, tables, guard chairs, guard equipment etc with bleach solution recommended by CDC.

Lifeguards: We would plan on two lifeguards unless the numbers dictate otherwise. One lifeguard would be the roamer, two would be seated.

- The seats for the lifeguards would be painted around indicating a 6-foot barrier.
- As usual protocol, the guards take a 10-minute break/hr. They can sterilize their gear if need be but it will be done before and after each shift at a minimum.
- We would offer private swimming lessons prior to July 6th. Small children would have to be accompanied by an adult. Self-sufficient swimmers can also register if non-touching, social distancing of 6 feet can be maintained.
- At a minimum, gloves, N95 masks and eye protection are recommended by the US Lifesaving Association. Tentative fitting schedule, May 19th in the afternoon.
- First aid box will be properly stocked.

Dogs at Cunningham Pond: Dog owners can make reservations also to be included in the 10 vehicle count. Same procedures.

Fishing at Cunningham Pond: Initially, we would open the gates at 10 am and close at 7pm. People interested in fishing can reserve a spot. Depending upon how this whole process unfolds, we can look at issuing stickers for an 8 to 10am fishing slot.

Cunningham Pond FAQ Sheet

Guidelines may change at any time!

1.) How do Peterborough residents' access Cunningham Pond?

Answer: A) If you are driving to the Pond, you must make a reservation to the pond on MyRec. <http://peterboroughrec.com/info/default.aspx>.

B) You may walk in also but please note the no parking signs on Cunningham Pond Rd itself.

2) We highly recommend everyone to bring a protective mask or bandana and wear it while on the property. Please remove the mask before entering the water. We highly recommend following social distancing guidelines of 6 ft. Once you have arrived at Cunningham Pond you will be asked the following questions:

- Have you or anyone in the vehicle experienced any symptoms of Covid-19 in the last 72 hours? Including: Fever, Dry Cough, other flu related symptoms?
- Have any of your family members or persons you have been in close contact with recently experienced (within the past 2 weeks) symptoms of Covid-19?
- Have you recently traveled to any known areas of infection in the last two weeks?
- Have you or anyone in your household returned from a trip out of the country or from another state in the last two weeks?

During your time at Cunningham Pond we highly encourage you to practice safe hygiene by washing your hands before coming to the Pond. Cough or sneeze into your elbow.

3) Do I need a Cunningham pond sticker?

Answer: **Residents** will not need a sticker for Summer of 2020. However, residents will be required to make a reservation online before parking at the pond.

Non-Residents will still need to purchase a Cunningham Pond Pass but does not need to attain a physical sticker. Once a Cunningham Pond Pass has been purchased, the car that the pass was purchased for will have parking privileges. Owners of that vehicle need to make a reservation online. Again, reservations are required before parking at the pond.

4) How do I make a parking reservation for Cunningham Pond?

Answer: Please go to: <http://peterboroughrec.com/info/default.aspx> No Drive-Ins allowed.

5) How much does it cost to make a parking reservation and how many vehicle reservations are available?

Answer: \$8 per time slot. If you go to the pond, the gate attendant would check you off once you arrived, and you would refund \$7 within the next 3 business days. If you make a reservation and do not show up, there is NO REFUND. If it is bad weather day and you do not show, there is NO REFUND. If you or anyone in your party are not feeling well, please call 924-8080 for a full refund. There would be 10 available vehicle reservation slots, 2x/day..... 10am-2:15pm and 2:45-7pm. We can increase or decrease that number of 10 as needed/allowed.

6) When will reservations open for Cunningham Pond?

Answer: Reservations will open May 29th for online reservations.

7) When will the pond open to the public?

Answer: We are currently planning on opening June 1st pending restrictions and guidelines from state for beaches.

8) What are the time slots for Cunningham Pond?

Answer: We will have two time slots a day. Morning time slot 10:00am-2:15pm and 2:45-7:00pm

9) Do I have to wear a mask?

Answer: No. We are highly encouraging the use of masks at Cunningham Pond – anywhere on the property. The mask off should come off when in the water.

10) Can I rent a boat?

Answer: At this time, we are not renting boats due to guidelines and restrictions. This could change at any point if restrictions change.

11) Will Life jackets be provided, or will I have to bring my own?

Answer: Lifejackets will not be provided due to Covid-19. Visitors must provide their own.

12) Can I bring toys to the beach?

Answer: Toys can be brought to the property. We ask that you clean up afterwards, so staff doesn't have to pick them up at the end of their shift. Extra toys will not be provided by the town or staff.

13) Can/When can fisherman fish at Cunningham Pond?

Answer: Yes, fisherman can fish at Cunningham Pond. Fisherman asked to make a reservation for the pond. You must be a resident or have purchased a nonresident pass before making an online reservation. <http://peterboroughrec.com/info/default.aspx>. morning session 10:00am-2:15pm or 2:45-7:00pm.

14) Can I bring my dog to Cunningham Pond?

Answer: Yes, online reservations are required. You must be a resident or have purchased a nonresident pass before making an online reservation. <http://peterboroughrec.com/info/default.aspx> Time slots 10:00am-2:15pm or 2:45-7:00pm.

May 13, 2020

Recommendations for the Town of Peterborough's Summer Recreation Programs:

The CDC as well as the Governor's Task Force is not really differentiating Child Care and Summer Day Camps. Donna Kuethe, the Recreation Director from Moultonborough, is the NH Representative for Parks and Recreation and is trying to differentiate standards regarding municipality programs that run summer programs mainly outdoors versus your standard YMCA-like organizations. A recommendation has been formulated and sent to the Division of Health and Human Services for vetting before it goes to the Governor's Task Force Committee. At this point, we are running out of time to make fundamentally sound and safe decisions for participants and staff alike due to the lack of consistent guidelines. The current guidelines are almost insurmountable without acquiring a lot more staff and supplies. The current guidelines will also severely impact participants experiences/expectations on what the Playground Program, Summer Teen Challenge and other programs should be like. The children most certainly will not consider it "fun". I believe the PRD's main two summer programs are utilized, by parents, for childcare, but we are not a childcare facility.

We attended a Zoom meeting this afternoon presented by The Redwoods Group, out of North Carolina, on "COVID-19 & Aquatics: Exploring Impact & Changes for Summer 2020". They had several questions posted to the 1,000 plus attendees. The first question was a multiple choice on what our primary concerns were. 43% said that their main concern was camper programs and safety and the second highest concern came in at 24% regarding lifeguard certifications.

The other multiple-choice question asked was regarding the status of their summer camp programs. 39% were hopeful that they could offer a partial summer, 30% said they had not decided on their course of action.

For the PRD, I propose that we close the first four weeks (scheduled to begin June 22nd) of the **Playground Program and the first session of STC**. The second session of STC is scheduled to begin July 20th. I suggest we re-assess the chances of re-opening during that last full week in June (June 22-26). Right now:

- The group gathering restrictions to a maximum of 10 is still in place.
- Social distancing of 6 feet is still recommended. Children will not be able to adhere to this.
- The suggested ratios are higher than our usual 1 counselor to 10 participants. The current recommendation is 2 counselors to 8, or 1 to 9. If a counselor gets sick, we will have to have "back up" counselors.
 - o We will have some children that will require more direct attention, we always do.
 - o Increased financial resources needed for staff and supplies.
 - o In all probability, we will have some immune compromised kids. This brings about its own level of considerations. We have adapted before, but COVID-19 will increase the challenge of adapting. Parents are not always truthful either.
- Movement of each individual and group would be restricted to keep participants/groups apart.
- Health-wise, temperatures and a survey should be taken of staff every day and documented.

- For the summer program participants, temperature taking is recommended and if a child has over a temperature of 100.0 degrees, they are to be sent home.
- The dropping off and picking up of children would have to be assigned to different areas for participants in different groups to prevent congregating in large groups.
- Parents would have to bring their own pens to sign in and out
- The current proposals have family members staying together in groups. Once groups are formed, it is recommended that the groups stay together throughout the summer. There has been some leniency recently, but nothing formally stated that I am aware of. Developmentally, it is better if kids stay in age related groups rather than what is proposed but this is due to COVID-19 containment recommendations.
- If it rains, the suggestion now would be to cancel the program for the day.
 - o Town buildings are still closed to the public.
 - o Social distancing cannot be adhered to in our indoor spaces.
- Cloth masks for staff as well as participants. We have ordered cloth masks for staff but would require kids to bring their own cloth masks.
 - o I cannot see kids keeping their face mask on.
- No field trips can occur because of transportation confinement issues.
 - o We can do water-based activities, but the Playground Program kids will not have access to the pool in the early part of the summer. With vehicle restrictions as it pertains to social distancing and crowd control measures, we cannot take them to Cunningham Pond.
 - o Summer Teen Challenge relies heavily on the vans for the summer. One way to get around this is to rent a van for the second session so we would have three vans instead of two....8 people in a 12-passenger van. Still, tight quarters.
 - Sterilization of the vans would have to be done at least twice a day.
 - Extra expense
- I would recommend restricting program hours to give staff time to fully sanitize. When or if the time comes that opening the summer programs looks more realistic, I still do not see offering the extended day option.
- These are two big programs: In 2019, the Playground program has about 80 registrants for 8 weeks and the Summer Teen Challenge program was booked at 21 for both sessions and each session had a waiting list.
- In 2020, thus far, we have 26 kids signed up for the 8 weeks and an additional 1 to 4 kids/week signed up. STC has 16 kids signed up for Session I and it is full at 21 kids for Session II (with a waiting list).

What can we do instead? This is a very tricky question when considering current guidelines. We have talked about developing some small group outdoor programs that would run for a couple hours, a couple days/week. Programs will have to keep social distancing and minimal touch in mind. Thoughts would include mountain biking (they would have to bring their own bikes), some fitness programs for youth, outdoor hikes around town that participants can get to on their own but guided by staff. Once the boat restrictions are lifted, we might be able to offer stand up paddle boat lessons. Tennis and pickleball lessons can be offered in small groups. There is a concept out there of “camp in a bag”. It will not be an all-day event, but a group of activities that participants can buy and have the bag delivered to their house to do on their own.

Adams Pool will remain closed per EO #40. If that restriction lifts, the pool needs to be sandblasted and painted before chlorinated water goes into it. We have a company that was scheduled to come this Spring, but they themselves are behind due to COVID-19. The Peterborough Wave Swim Team is informed on the status of our pool. I do not see the pool opening much before July, if at all.

We have moved **Swimming Lessons** to the Pond. They are not scheduled to begin until July 6th, conditions permitting. As of now, the American Red Cross has not approved the teaching of swimming lessons but feel we can offer private lessons as soon as the Pond opens if either a parent gets in the water with their child or the swimmer is advanced enough that instruction can happen within the social distancing guidelines and not labeled "Red Cross Swimming Lessons". A proposal to open **Cunningham Pond** was emailed last week to Town Administration. The proposed opening day has been pushed out to June 1st. Per EO #40, there are no boat rentals allowed at this time.

The PRD properties are open except for the Pond and the Playground Apparatus area. Formal group-run programs are still not happening due to social distancing. Tennis, basketball and pickleball can be played in small numbers for the courts are open. When gathering restrictions lift, we can think about running the actual programs again....but, they will still need modifications. Hopefully, the restrictions will not be as constricting.

Adult Co-ed Softball is still in a holding pattern. I keep reminding them that while the fields are open, we need to adhere to the guidelines of no more than 10 in a group gathering. We will revisit adult softball on June 1st – after the emergency order is supposed to be changed or lifted.

A **GPS-NH** (Global Premiere Soccer – New Hampshire) program is scheduled for the week of July 20th. They are accepting reservations but not collecting payments. I have already told them that we need to follow the guidelines issued by the Governor. If it rains, I asked them to cancel the program for that day. We do not want them in tight quarters indoors.

Planet Tennis is run by Greg Reardon, a tennis pro in Florida who comes up North for the summer. His program is scheduled to teach a pickleball/tennis program to youth during the week of Aug 3rd. Group gathering limits and social distancing must be maintained. Cancelled on days of rain. Currently, the recommendation is to have only the instructor handle the ball.

Youth Tennis is our own recreational tennis program that is offered several times a summer. Lessons are taught by Zach Kriebel. Same guidelines, with the hopes they ease up by the time our lessons happen.

Survey of PRC members regarding the above: Four of the five board members responded to my inquiry email. Three of the four felt that COVID-19 is not a big threat here in Peterborough so we should do something. One of the four was against opening up the summer programs due to the uncertainty of COVID-19 - will there be flair ups, will the kids have fun if they have to wear masks as well as the liability of running a program in an environment conditions. He was concerned for safety sake.

Financially:

Lifeguards and bathhouse staff salaries, pool and pond supplies all filter through the general fund. Cunningham Pond passes, pool admission fees and boat rental revenues are credited to the general fund. For 2019-20 financial activity, we have collected \$2,734 in boat rentals, \$7,625 in Cunningham Pond sticker revenue and \$12,008.39 in pool admission income. Usually revenues are much higher by now in sticker and pool admission income.

Expenses and revenues for the Playground Program, Summer Teen Challenge, swimming and tennis lessons, general programs and Peterborough Community Center monies are filtered through the Revolving Fund.

Overall, the rec program sales have fallen drastically since March. Per MyRec, our registration system, we are down \$8,674 in the month of March as compared to 2019. For April, we are down \$17,294 as compared to the same time last year. May is not over yet, but last year, we brought in \$32,015. To date, the 2020 May gross revenue is \$2,396. There were 115 registered spring sport players who were all refunded, totaling \$11,941. This came out of the revolving fund. Two of the three groups received a full refund. Lacrosse was charged a \$15 administrative fee for expenses incurred before everything started to be closed down.

Despite the lost revenue, I believe it would be of benefit to cancel the Playground Program and STC programs prior to July 21st. This will give the registrants time to find other avenues to pursue regarding the placement of their kids. A decision about the second half of the summer can be made when we have a better feel of COVID -19 guidelines (they seem to be changing daily, if not hourly). I am also very concerned about the legal liability implications. We can have the best laid plan, but kids, by their nature, are free spirits and I do not see conformity to the strict rules – especially after being home for the past 3 months. This leaves us wide open, I believe, to a lot of liability and responsibility in the hands of young adults. While the staff is awesome, I believe there is too much risk that would be put on their shoulders right now. That, in turn, puts the Town at a much higher-level possible liability.

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).

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 31, 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. Please email municipalities@goferr.nh.gov, if a municipality, or counties@goferr.nh.gov, if a county. The agreement is available on the GOFERR website (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 a form created by GOFERR), including expense details/explanations, estimates, if applicable, and supporting documentation. Please email municipalities@goferr.nh.gov, if a municipality, or counties@goferr.nh.gov, if a county. The form is available on the GOFERR website (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)

Examples – Not Allowable:

- Municipalities incurring police/fire/emergency costs (Should be FEMA)
- 25% match on FEMA eligible costs
- Property tax abatements (will not know extent until final tax bills are issued in December and abatement applications are filed thereafter)



New Hampshire Municipal Association

April 29, 2020

Acceptance and Expenditure of CARES Act Assistance by Local Government

New Hampshire law permits municipalities to authorize acceptance and expenditure of funds from the state, federal or other governmental unit, or a private source, which becomes available during the fiscal year. [RSA 31:95-b](#). In most municipalities the town meeting or legislative body (i.e., town or city council, board of aldermen, etc.) have previously granted authority to the select board or governing body to accept and expend such grants. Once authorized, a grant in the amount of \$10,000 or more must be approved by the governing body at a public hearing, with notice of the hearing published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held. For grants of less than \$10,000, these may be accepted by vote of the select board at a public meeting provided notice of the proposed acceptance is noted in the published agenda and recorded in the minutes. Any such accepted grant cannot require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose.

Notwithstanding RSA 31:95-b, [RSA 21-P:43](#) would permit acceptance and expenditure of CARES Act grants in any amount, including amounts of \$10,000 or greater, without a public hearing or notice being published in a newspaper 7 days in advance. RSA 21-P:43 states that gifts, grants or loans for emergency management purposes may be accepted by the “executive officer, city council, or board of selectmen.” There is no public hearing requirement. Although this law would seemingly permit a city manager, town manager, or mayor to accept and expend a CARES grant, we think the better practice is to have the city or town council, select board or board of commissioners vote to accept and expend a CARES Act gift or grant. In order for a public body to accept a CARES Act, grant a public meeting would be required, which could be conducted in a virtual manner, and the ordinary notice requirements for public meetings under RSA 91-A should be followed.

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.

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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

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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.

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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

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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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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 contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

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

What records must be kept by governments receiving payment?

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

May recipients deposit Fund payments into interest bearing accounts?

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

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

May governments retain assets purchased with payments from the Fund?

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

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

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

GOFERR GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

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

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

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

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

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

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

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

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

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Date _____

GOFERR GRANT AGREEMENT EXHIBIT C

Special Provisions

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

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

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

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

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

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

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

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

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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

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

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

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

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

Grantee Name

Period Covered by this Certification

Name and Title of Authorized Grantee Representative

Grantee Representative Signature

Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT E
Lobbying

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

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): Coronavirus Relief Fund

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT F

Debarment

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

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

Instructions for Certification

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

Initials _____ Date _____

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

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

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

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT H

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

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

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

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

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

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

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials _____ Date _____

GOFERR GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS

OMB Burden Disclosure Statement

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

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

Applicability and Period of Obligation

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

Employment Practices

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

Subrecipient Assurance

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

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: _____

Re: Sewer Easements

EASEMENT DEED
(Non-Contractual)

KNOW ALL MEN BY THESE PRESENTS:

That, **Jennifer L. Carignan**, an unmarried person, with an address of 19 Church Street, Peterborough, NH 03458 (the “**Grantor**”),

for consideration paid,

grants to **Town of Peterborough**, a municipal corporation with a principal place of business at 1 Grove Street, Peterborough, New Hampshire 03458 (the “**Grantee**”)

with WARRANTY COVENANTS, rights in and to real property located in the Town of Peterborough, County of Hillsborough and State of New Hampshire, more particularly bounded and described as follows:

A permanent sanitary sewer easement over, under and across the property located on the northerly side of Church Street, so-called, over the area shown as “*Proposed Revised 25’ Sewer Easement*” as the same crosses the Grantors real estate shown as Lot 101 on the plan entitled “Subdivision Plat of Wilson Farm Village – Project: Old Wilton Rd., Peterborough, NH - Location: Tax Map U019 Lot 001-000” Prepared by Richard D. Bartlett & Associates, Inc. dated April 6, 2018, approved by the Peterborough Planning Board on June 18, 2018, revised through October 1, 2018, recorded at the Hillsborough County Registry of Deeds (the “**Registry**”), Plan #40027 (the “**Plan**”), reference to said Plan may be made for a more particular description thereof.

This conveyance is for the perpetual right of the Grantee to pass and repass over the easement area described herein and the right of the Grantee to enter upon the real estate described at any time the Grantee, its successors or assigns, may see fit to repair, replace and maintain the sewer and drainage systems as the same may exist.

For title reference see deed dated June 27, 2019, recorded at the Registry, Book 9183, Page 1393.

The consideration for this conveyance is less than \$100.00.

Dated this _____ day of _____, 2020

Jennifer L. Carignan

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by Jennifer L. Carignan, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed.

Notary Public/Justice of the Peace

My Commission Expires: _____

Re: Sewer Easements

EASEMENT DEED
(Non-Contractual)

KNOW ALL MEN BY THESE PRESENTS:

That, **Mary L. January** an unmarried person, with an address of 21 Church Street, Peterborough, NH 03458 (the “**Grantor**”),

for consideration paid,

grants to **Town of Peterborough**, a municipal corporation with a principal place of business at 1 Grove Street, Peterborough, New Hampshire 03458 (the “**Grantee**”)

with WARRANTY COVENANTS, rights in and to real property located in the Town of Peterborough, County of Hillsborough and State of New Hampshire, more particularly bounded and described as follows:

A permanent sanitary sewer easement over, under and across the property located on the northerly side of Church Street, so-called, over the area shown as “*Proposed Revised 25’ Sewer Easement*” as the same crosses the Grantors real estate shown as Lot 102 on the plan entitled “Subdivision Plat of Wilson Farm Village – Project: Old Wilton Rd., Peterborough, NH - Location: Tax Map U019 Lot 001-000” Prepared by Richard D. Bartlett & Associates, Inc. dated April 6, 2018, approved by the Peterborough Planning Board on June 18, 2018, revised through October 1, 2018, recorded at the Hillsborough County Registry of Deeds (the “**Registry**”), Plan #40027 (the “**Plan**”), reference to said Plan may be made for a more particular description thereof.

This conveyance is for the perpetual right of the Grantee to pass and repass over the easement area described herein and the right of the Grantee to enter upon the real estate described at any time the Grantee, its successors or assigns, may see fit to repair, replace and maintain the sewer and drainage systems as the same may exist.

For title reference see deed dated August 23, 2019, recorded at the Registry, Book 9204, Page 190.

The consideration for this conveyance is less than \$100.00.

Dated this _____ day of _____, 2020

Mary L. January

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by Mary L. January, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed.

Notary Public/Justice of the Peace

My Commission Expires: _____

Re: Sewer Easements

EASEMENT DEED
(Non-Contractual)

KNOW ALL MEN BY THESE PRESENTS:

That, **161 Wilton Road, LLC**, a New Hampshire limited liability company with a principal place of business at 51 Peterborough Road, Jaffrey, New Hampshire 03452 (the “**Grantor**”),

for consideration paid,

grants to **Town of Peterborough**, a municipal corporation with a principal place of business at 1 Grove Street, Peterborough, New Hampshire 03458 (the “**Grantee**”)

with WARRANTY COVENANTS, rights in and to real property located in the Town of Peterborough, County of Hillsborough and State of New Hampshire, more particularly bounded and described as follows:

A permanent sanitary sewer easement over, under and across a portion of the Grantor’s real estate located on the northerly side of Church Street, so-called, in the Town of Peterborough and State of New Hampshire shown as Parcels U019-001-100, U019-001-103 and U019-001-104 (the “**Premises**”) on the plan entitled “Subdivision Plat of Wilson Farm Village – Project: Old Wilton Rd., Peterborough, NH - Location: Tax Map U019 Lot 001-000” Prepared by Richard D. Bartlett & Associates, Inc. dated April 6, 2018, approved by the Peterborough Planning Board on June 18, 2018, revised through October 1, 2018, recorded at the Registry, Plan #40027 (the “**Plan**”), more particularly described as follows:

Replacement Sewer and Utility Easement #1:

Rights over the area of land located on the westerly and northerly side of Church Street, so-called, shown as “*Pump Station Easement*” on Lot 100 on the Plan.

Consisting of 9,156 square feet, more or less.

Granting a permanent utilities easement related to a forced main, pump station and access road all as shown on the Plan, together with the right and easement to enter upon the property of the Grantor as described herein for the purpose of constructing, reconstructing, maintaining and repairing the infiltration basin and associated components, over, under or

through land of the Grantor(s) abutting or near, the new road to be known as Church Street leading southerly from Wilton Road, in the Town of Peterborough, County of Hillsborough and State of New Hampshire, shown on the Plan.

ALSO CONVEYING to the Grantee herein, along the above described Sewer Easement #1, the right to install and maintain a water line serving the yard hydrant at the sewer pump station.

Replacement Sewer Easement #2:

Rights over the area of land located off the northerly side of Church Street, so-called, shown as "*Proposed Revised 25' Sewer Easement*" running through Parcels U019-001-100, U019-001-101, U019-001-102, U019-001-103 and U019-001-104 as shown on the Plan, located off the westerly side of "Sewer and Utility Easement #2", described above, Containing 9,948 square feet, more or less.

This conveyance is for the perpetual right of the Grantee to pass and repass over the easement areas described herein and the right of the Grantee to enter upon the real estate described at any time the Grantee, its successors or assigns, may see fit to repair, replace and maintain the sewer and drainage systems as the same may exist.

The above described premises all being a portion of the premises conveyed to the within named Grantor by deed from Barbara G. Lobacki dated June 8, 2007, recorded June 11, 2007 at the Hillsborough County Registry of Deeds, Book 7859, Page 688.

The consideration for this conveyance is less than \$100.00.

The Premises herein conveyed is not homestead property.

Dated this _____ day of _____, 2020

161 Wilton Road, LLC

By: _____
John E. Belletete, Member
Duly Authorized

By: _____
Charles Peter LaRoche, Member
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by John E. Belletete and Charles Peter LaRoche, being all the Members of 161 Wilton Road, LLC, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed on behalf of said Company.

Notary Public/Justice of the Peace

My Commission Expires: _____

**FIRST AMENDMENT
TO
DECLARATION of
JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2020, by **161 Wilton Road, LLC**, a New Hampshire limited liability company with a mailing address at 51 Peterborough Street, Jaffrey, NH 03452 (“**161**”) and the **Roman Catholic Bishop of Manchester**, a corporation solely organized and existing under the laws of the State of New Hampshire, with an address of 153 Ash Street, Manchester, NH 03104 (the “**Church**”) (collectively 161 and the Church may be hereinafter referred to as the “**Declarant**” or “**Lot Owner(s)**”).

WHEREAS, the Declarant filed a certain Declaration of Joint Driveway Easement and Maintenance Agreement dated October 17, 2014, recorded at the Hillsborough County Registry of Deeds (the “**Registry**”), Book 8700, Page 2272 (the “**Declaration**”);

WHEREAS, the Declarant wishes to correct and/or clarify a provision of the Declaration; and,

WHEREAS, the Declaration provides the Lot Owners with the due authority to amend the Declaration;

WHEREAS, the Town of Peterborough Board of Selectmen has provided the Declarant with written consent to this modification of the Declaration as required by Article III of the Declaration.

NOW THEREFORE, in consideration of the promises and covenants contained in the Declaration and contained herein, the Declarant hereby amends the Declaration as follows:

1. Article II (2.5) of the Declaration is hereby deleted in its entirety.
2. Upon the acceptance of the continuation of Church Street as a town road, including the Easement Area, as defined in the Declaration, by the Town of Peterborough, the Declaration will terminate and be of no further effect.

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Declaration of Joint Driveway Easement and Maintenance Agreement as of the date and year first above-written.

161 Wilton Road, LLC

By: _____
John E. Belletete, Member

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by John E. Belletete, as the duly authorized Member of 161 Wilton Road, LLC, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed on behalf of said corporation.

Justice of the Peace/Notary Public

(Affix Seal)

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the date first above written.

Roman Catholic Bishop of Manchester

By: _____
Duly Authorized

Print Name and Title

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by _____, as the duly authorized _____ of the Roman Catholic Bishop of Manchester, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed on behalf of said corporation.

Justice of the Peace/Notary Public

The Town of Peterborough Board of Selectmen hereby consents to the foregoing Amendment to Declaration.

EXECUTED as of this _____ day of _____, 2020.

TOWN OF PETERBOROUGH
BY ITS BOARD OF SELECTMEN

Witness

,

By: _____
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

Sworn and subscribed to on this date, before me on this ____ day of _____, 2020 by _____, duly authorized _____ of the Town of Peterborough Board of Selectmen.

Notary Public/Justice of the Peace

(Affix Seal)

Prepared by:
AtkinsCallahan, PLLC
20 Depot St., Suite 220
Peterborough, NH 03458

PARTIAL RELEASE OF EASEMENT

The **Town of Peterborough**, holder of easements running over land located off the southerly side of Wilton Road, Peterborough, Hillsborough County, New Hampshire owned by **161 Wilton Road, LLC** (the “**Owner**”) shown as Parcel U019-001-100 on the plan entitled “Subdivision Plat of land of 161 Wilton Road, LLC, 51 Peterborough Street, Jaffrey, NH 03452, Project: 161 Wilton Rd Peterborough, NH, Location: U019-001-100” Prepared by Richard D. Bartlett & Associates, Inc., dated February, 2014, approved by the Peterborough Planning Board on May 12, 2014, revised through August 28, 2014, recorded at the Hillsborough County Registry of Deeds (the “**Registry**”), Plan #38239 (the “**Plan**”) more particularly described as “Sewer and Utility Easement #2” and “Sewer Easement #3” in the deed dated October 17, 2014, recorded at the Registry, Book 8700, Page 2239 (the “**Deed**”), hereby releases and terminates “Sewer and Utility Easement #2” and “Sewer Easement #3” as described in the Deed and as shown on the Plan.

Dated this _____ day of _____, 2020

Town of Peterborough

By: _____

Duly Authorized Officer

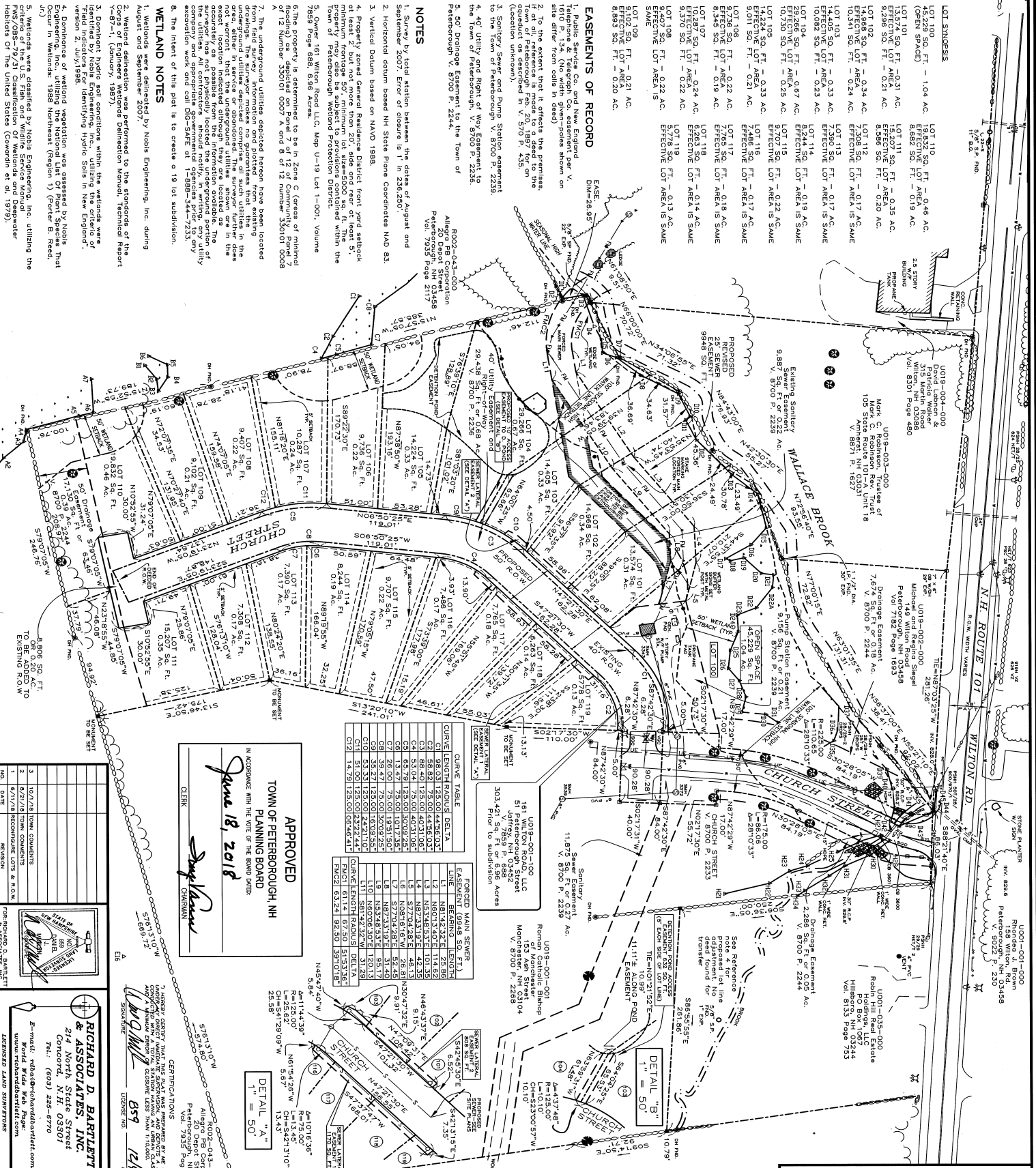
Print Name and Title

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH, ss.

The foregoing instrument was acknowledged before me, the undersigned officer, this ____ day of _____, 2020, by _____, being the duly authorized _____ of the Town of Peterborough, known to me or satisfactorily proven to be the same, and stated that they executed this instrument as their free and voluntary act for the purposes therein expressed on behalf of said Town.

Notary Public/Justice of the Peace

My Commission Expires: _____



NOTES

- Survey by total station between the areas of August and September 2007. Error of closure is 1/10,000.
- Horizontal datum based on NAD 1983.
- Vertical datum based on MVD 1988.
- Property shown is based on a deed dated 1988, recorded at 1988-001-000, and a deed dated 1988-001-001, recorded at 1988-001-002.
- Over 161 Wilton Road, Map U-19 Lot 1-100, Volume 7589 Page 686, 696 Acres.
- The property is determined to be in Zone C (areas of minimal or no development).
- The underground utilities depicted hereon have been located by hand-dug trenches and/or by electronic means. The utility locations are shown as approximate only. The utility locations are shown as approximate only. The utility locations are shown as approximate only.
- The intent of this plan is to create a 19 lot subdivision.

WETLAND NOTES

- Wetland delineation was performed by Noble Engineering, Inc. during August and September 2007.
- Wetland delineation was performed to the standards of the Corps of Engineers Wetlands Delineation Manual, Technical Report V-87-1, (January, 1987).
- Dominant hydroic and soil conditions within the wetlands were determined by field observations and soil analysis.
- Wetlands were classified by Noble Engineering, Inc. utilizing the criteria of the U.S. Fish and Wildlife Service Manual, Wetlands of the United States (Cowardin et al. 1979).

EASEMENTS OF RECORD

- Public Service Co. and New England Telephone & Telegraph Co. easement per V. 7589 Page 686, 696 Acres.
- To the extent that it affects the premises of the property shown hereon, the easement of record is as follows: (Location unknown).
- Sanitary Sewer and Pump Station easement to the Town of Peterborough, V. 6700 P. 2235.
- 40' Utility and Right of Way Easement to the Town of Peterborough, V. 6700 P. 2235.
- 50' Drainage Easement to the Town of Peterborough, V. 6700 P. 2235.

APPROVED

TOWN OF PETERBOROUGH, NH
PLANNING BOARD

June 18, 2018

CLERK: *[Signature]*
CHAIRMAN: *[Signature]*

FORCED MAIN SEWER

LINE	BEARING	LENGTH	AREA
L1	N 88° 01' 10" E	133.00	14,436.03
L2	N 60° 13' 40" E	114.62	8,840.12
L3	N 53° 48' 52" E	101.35	5,348.52
L4	N 59° 04' 22" E	46.13	1,070.22
L5	N 59° 04' 22" E	46.13	1,070.22
L6	N 59° 04' 22" E	46.13	1,070.22
L7	N 59° 04' 22" E	46.13	1,070.22
L8	N 59° 04' 22" E	46.13	1,070.22
L9	N 59° 04' 22" E	46.13	1,070.22
L10	N 59° 04' 22" E	46.13	1,070.22
L11	N 59° 04' 22" E	46.13	1,070.22
L12	N 59° 04' 22" E	46.13	1,070.22
L13	N 59° 04' 22" E	46.13	1,070.22
L14	N 59° 04' 22" E	46.13	1,070.22
L15	N 59° 04' 22" E	46.13	1,070.22
L16	N 59° 04' 22" E	46.13	1,070.22
L17	N 59° 04' 22" E	46.13	1,070.22
L18	N 59° 04' 22" E	46.13	1,070.22
L19	N 59° 04' 22" E	46.13	1,070.22
L20	N 59° 04' 22" E	46.13	1,070.22
L21	N 59° 04' 22" E	46.13	1,070.22
L22	N 59° 04' 22" E	46.13	1,070.22
L23	N 59° 04' 22" E	46.13	1,070.22
L24	N 59° 04' 22" E	46.13	1,070.22
L25	N 59° 04' 22" E	46.13	1,070.22
L26	N 59° 04' 22" E	46.13	1,070.22
L27	N 59° 04' 22" E	46.13	1,070.22
L28	N 59° 04' 22" E	46.13	1,070.22
L29	N 59° 04' 22" E	46.13	1,070.22
L30	N 59° 04' 22" E	46.13	1,070.22
L31	N 59° 04' 22" E	46.13	1,070.22
L32	N 59° 04' 22" E	46.13	1,070.22
L33	N 59° 04' 22" E	46.13	1,070.22
L34	N 59° 04' 22" E	46.13	1,070.22
L35	N 59° 04' 22" E	46.13	1,070.22
L36	N 59° 04' 22" E	46.13	1,070.22
L37	N 59° 04' 22" E	46.13	1,070.22
L38	N 59° 04' 22" E	46.13	1,070.22
L39	N 59° 04' 22" E	46.13	1,070.22
L40	N 59° 04' 22" E	46.13	1,070.22
L41	N 59° 04' 22" E	46.13	1,070.22
L42	N 59° 04' 22" E	46.13	1,070.22
L43	N 59° 04' 22" E	46.13	1,070.22
L44	N 59° 04' 22" E	46.13	1,070.22
L45	N 59° 04' 22" E	46.13	1,070.22
L46	N 59° 04' 22" E	46.13	1,070.22
L47	N 59° 04' 22" E	46.13	1,070.22
L48	N 59° 04' 22" E	46.13	1,070.22
L49	N 59° 04' 22" E	46.13	1,070.22
L50	N 59° 04' 22" E	46.13	1,070.22
L51	N 59° 04' 22" E	46.13	1,070.22
L52	N 59° 04' 22" E	46.13	1,070.22
L53	N 59° 04' 22" E	46.13	1,070.22
L54	N 59° 04' 22" E	46.13	1,070.22
L55	N 59° 04' 22" E	46.13	1,070.22
L56	N 59° 04' 22" E	46.13	1,070.22
L57	N 59° 04' 22" E	46.13	1,070.22
L58	N 59° 04' 22" E	46.13	1,070.22
L59	N 59° 04' 22" E	46.13	1,070.22
L60	N 59° 04' 22" E	46.13	1,070.22
L61	N 59° 04' 22" E	46.13	1,070.22
L62	N 59° 04' 22" E	46.13	1,070.22
L63	N 59° 04' 22" E	46.13	1,070.22
L64	N 59° 04' 22" E	46.13	1,070.22
L65	N 59° 04' 22" E	46.13	1,070.22
L66	N 59° 04' 22" E	46.13	1,070.22
L67	N 59° 04' 22" E	46.13	1,070.22
L68	N 59° 04' 22" E	46.13	1,070.22
L69	N 59° 04' 22" E	46.13	1,070.22
L70	N 59° 04' 22" E	46.13	1,070.22
L71	N 59° 04' 22" E	46.13	1,070.22
L72	N 59° 04' 22" E	46.13	1,070.22
L73	N 59° 04' 22" E	46.13	1,070.22
L74	N 59° 04' 22" E	46.13	1,070.22
L75	N 59° 04' 22" E	46.13	1,070.22
L76	N 59° 04' 22" E	46.13	1,070.22
L77	N 59° 04' 22" E	46.13	1,070.22
L78	N 59° 04' 22" E	46.13	1,070.22
L79	N 59° 04' 22" E	46.13	1,070.22
L80	N 59° 04' 22" E	46.13	1,070.22
L81	N 59° 04' 22" E	46.13	1,070.22
L82	N 59° 04' 22" E	46.13	1,070.22
L83	N 59° 04' 22" E	46.13	1,070.22
L84	N 59° 04' 22" E	46.13	1,070.22
L85	N 59° 04' 22" E	46.13	1,070.22
L86	N 59° 04' 22" E	46.13	1,070.22
L87	N 59° 04' 22" E	46.13	1,070.22
L88	N 59° 04' 22" E	46.13	1,070.22
L89	N 59° 04' 22" E	46.13	1,070.22
L90	N 59° 04' 22" E	46.13	1,070.22
L91	N 59° 04' 22" E	46.13	1,070.22
L92	N 59° 04' 22" E	46.13	1,070.22
L93	N 59° 04' 22" E	46.13	1,070.22
L94	N 59° 04' 22" E	46.13	1,070.22
L95	N 59° 04' 22" E	46.13	1,070.22
L96	N 59° 04' 22" E	46.13	1,070.22
L97	N 59° 04' 22" E	46.13	1,070.22
L98	N 59° 04' 22" E	46.13	1,070.22
L99	N 59° 04' 22" E	46.13	1,070.22
L100	N 59° 04' 22" E	46.13	1,070.22

LEGEND

- PROPERTY LINE
- EDGE OF PAVEMENT
- OVERHEAD WIRE
- IRON PIPE OR REBAR
- GRANITE OR CONCRETE BOUND
- HYDRANT
- WATER SHUT-OFF
- STORMWATER
- EDGE OF WOODS
- WETLAND
- WETLAND SETBACK

NEIGHBORHOOD MAP

SCALE: 1" = 2500'

PETERBOROUGH

RESERVED FOR RECORD OF DEEDS

PROJECT: 2018-001-000
SUBDIVISION: WILSON FARM VILLAGE
DATE: APRIL 5, 2018
JOB NO.: 4181.21
SHEET: 1 OF 1

40027 DWG 184
1st 2



May 14, 2020

VIA EMAIL

Town of Peterborough
Leo Smith, Director of Finance
lsmith@peterboroughnh.gov
1 Grove Street
Peterborough, NH 03458

RE: Main Street Bridge project, \$800,000.00 Bond Anticipation Note

Dear Mr. Smith

On behalf of People's United Bank, National Association, (the "Bank"), I am pleased to provide you with the following Commitment Letter outlining the terms and conditions with respect to a Bond Anticipation Note in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) for the Town of Peterborough, (the "Town"), located in the State of New Hampshire.

The Commitment Letter is a summary of terms and conditions of the proposed financing subject to the execution and delivery of loan documentation satisfactory to the Bank.

At your earliest convenience, please review the entire Commitment Letter and call me to discuss if you have any questions. **If acceptable, please execute and return to me by 05/22/2020 ("Expiration Date"). If not accepted by the Expiration Date, this Commitment will expire.** By signing you acknowledge that this letter is not to be shown to or relied upon by third parties.

Details of the Loan:

Borrower:	Town of Peterborough
Facility:	\$800,000.00 Bond Anticipation Note
Interest Rate:	2.50% - all interest shall be based on a 30/360-day basis.
Use of Proceeds:	Non-Revolving Line of Credit, funds drawn on an as-needed basis for the Main Street Bridge project.

Closing Date:	On or around May 22, 2020
Maturity Date:	August 25, 2020
Repayment:	Interest and principal shall be due and payable in-full upon maturity.
Fees:	There are no bank fees other than interest expenses associated with this borrowing; however, the Town of Peterborough is responsible for all attorney and documentation preparation costs.
Security:	Bond Anticipation Note is a general obligation of the Town of Peterborough
Prepayment:	Prepayments are allowed, no premium will be assessed for early prepayment of the principal or interest.

OTHER TERMS AND CONDITIONS

1. The Bank will require that Qualified Bond Counsel certify that the financing is properly authorized in accordance with New Hampshire State Law and the Town's Charter and that the officials signing on behalf of the Town are duly authorized to obligate the Town to the transaction. The opinion must include a statement that the Facility represents a valid and binding obligation of the issuer and that it is a qualified tax-exempt obligation in accordance with Sec. 265(b)(3) of the Internal Revenue code.
 - a. Bond Counsel will prepare all usual and customary documentation for the new borrowing including a resolution acceptable to the bank.
2. Any closing costs are the responsibility of the Town of Peterborough.
3. The facility is subject to the negotiation, execution and delivery of definitive documents as requested by the Bank. Such documents will contain representations and warranties, funding, events of default and other provisions appropriate for transactions of this size, type and purpose and shall be acceptable to the Bank and its counsel in every respect. All instruments and documents required hereby or related to Borrowers' capacity and authority to borrow the Facility and to execute the loan documents and such other documents, instruments opinions and assurances as the Bank may request and all procedures in connection herewith shall be subject to the approval, as to both the form and substance of the Bank and its counsel.
4. If accepted by the Expiration date, this Commitment will expire and People's United Bank, N.A. will have no further obligation to Town of Peterborough if the Loan has not closed on or before 06/18/2020. If loan closure is more than 30 days from the issuance of this Commitment, the facility is subject to repricing within 10 days of closing.
5. Closing shall be upon the satisfaction of the following conditions, including but not limited to:

- a. All necessary consents and approvals to the financing shall have been obtained by the Bank.
 - b. Preparation, execution and delivery of definitive documentation satisfactory to the Bank. Bank requires review of draft documentation a minimum of 3 business days in advance of closing date. Bank must be in receipt of signed original documents prior to closing and funding.
 - c. No material misstatements in or omissions from the materials previously furnished to the Bank for their review.
 - d. No material adverse change in the assets, financial condition, business, income or prospects of the Borrower(s) since the date of the most recent financial information delivered to the Bank.
 - e. The absence of any litigation or other proceeding, the result of which might have a material adverse effect on the Borrower.
 - f. The absence of any default on any material contract or agreement of the Borrower.
- No material changes in governmental regulation or policy affecting People's, or the Borrower, occurs prior to the Closing Date.
- 6. Events of Default: usual and customary for this type of facility, including but not limited to, failure to pay interest or principal when due, failure to comply with covenants, inaccurate or false representations or warranties.
 - 7. Governing Law: State of New Hampshire.
 - 8. Beneficial Ownership: To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify and record information about beneficial owners of legal entity customers. A Beneficial Ownership form may be required as part of this transaction.
 - 9. Customer Identification Procedures;
 - a. On October 26, 2001, a new law became effective: The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act). The law is intended to facilitate the prevention, detection, and prosecution of international money laundering and the financing of terrorism. The purpose of Section 326 of the USA PATRIOT Act is to set minimum standards for financial institutions and their customers regarding the identity of the customer that shall apply when an account is opened.
 - b. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (an account includes a loan).
 - c. What this means for you: When you open an account, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

We appreciate the opportunity to present this Commitment to the Town of Peterborough. We look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Bellovoda', written over a horizontal line.

Martin Bellovoda, Government Banking Officer, VP
People's United Bank, National Association
Government Banking & Finance Group

The terms and conditions of the foregoing Commitment are hereby agreed to and accepted this _____
Day of _____, 2020.

BORROWER: Town of Peterborough

Signature: _____
Rodney A. Bartlett, Town Administrator

MINUTES
SELECT BOARD
TOWN OF PETERBOROUGH
Monday, March 31, 2020 – 5:00 PM
1 Grove Street, Peterborough, New Hampshire

Present: Tyler Ward, Karen Hatcher, Bill Taylor

Also Present: Rodney Bartlett, Nicole MacStay, Chief Ed Walker, Alison Kreutz

Chair Ward opened the meeting, conducted via Zoom web conference, at 5:00 PM. The meeting was broadcast live on USTREAM, Facebook Live, and Channel 22 (Comcast).

Chair Ward reminded residents that they are able to take the 2020 Census online, and encouraged everyone to get counted.

Chief Ed Walker – COVID-19 Update

Chief Walker said that, though access is restricted at Town Buildings, all essential services are still being offered. The first online ‘Weekly Dispatch’ was published today, and that will go out on a weekly basis to help keep residents up-to-date.

EMTs & police officers are wearing face masks to protect both themselves and patients during interactions. The Town is communicating daily with Monadnock Community Hospital (MCH), and Chief Walker talked today with MCH, Keene Fire, Cheshire Medical Center and State HHS & Fire Marshall’s Office to look at building an alternative care site, should we find an influx of patients that our current medical facilities would not be able to handle. MCH is making modifications to ensure they are safely handling patients and protecting employees.

Chief Walker reminded residents that if they have a life-threatening emergency they should call 9-1-1. Minor illnesses that may be COVID-19 related should first be reported to one’s primary care physician.

School District

ConVal Schools continue to be a major partner in assisting the community through the delivery of food through their breakfast and lunch programs, as well as 68-Hours of Hunger. They are working hard to ensure students in the districts are getting the food and resources they need.

Retirement Communities

The town and MCH are holding weekly meetings with our local healthcare facilities. All of them are taking specific, facility appropriate actions, to adapt to the current situation.

Community Service Organizations

The Town continues to work with the Food Pantry to help ensure they can meet the needs of their clients and others in our community who are suffering food related issues.

Both the Peterborough Food Pantry and End 68-Hours of Hunger are welcoming donations of both food and money. Please check their respective Facebook pages for specific information on the types of donations and how to donate.

River Center is working with the Town to build and create a network to help support residents on a long-term basis.

Businesses

The business portal is up and running. As of this afternoon, we have 47 business that have taken advantage of the listing. Several restaurants have recently added delivery services in addition to take-out.

Regarding the Governor's Order about Essential Businesses; the Governor's website lists what is considered an 'essential service.' Included are laundromats, pharmacies, and grocery stores. One important message is that as the State builds the capacity to test more people, the numbers of infected people will continue to rise. If you look at other communities around the world, we are likely to see an increase in the cases both statewide and locally. "Only you as an individual can keep yourself healthy." Limit exposure to other people, maintain distance if you must go out, don't touch any surfaces you don't have to, and wash your hands and disinfect surfaces frequently. "The disease doesn't spread itself; we're spreading the disease."

Chair Ward asked if we needed to reach out to businesses and have them update the information that's on the spreadsheet. Chief Walker said he would reach out to the Chamber of Commerce and ask if they would assist in getting the word out.

Ms. Hatcher thanked Chief Walker for his report, and did Chair Ward. Chair Ward noted we've yet to have a positive case in Peterborough.

Rodney Bartlett – Update from Town Administration

Mr. Bartlett said he was seeking authorization to sign an extension of the letter of credit for Town House renovations. The extension would push it out to August, which would allow for completion of needed tasks and then only finance actual expended amounts.

Motion: Ms. Hatcher made a motion to authorize Mr. Bartlett to sign the extension on the letter of credit for Town House renovations.

Vote: Mr. Tyler seconded. All in favor. Motion passed.

Mr. Bartlett shared that the Main Street Bridge work will start next week, with the installation of traffic lights at the intersection of Granite Street and Route 101. Bridge will be closed on April 13th, but south side sidewalk will remain open as they build the free-standing pedestrian bridge.

Regarding the Library Project: They've been working with Harvey Construction on a new guaranteed maximum price. There is a meeting scheduled for Thursday, and hopefully the outcome will be positive.

The Deliberative Session was scheduled for April 7th. Only the Town Moderator can postpone that meeting, per State Law. With the current Executive Orders in place, that meeting cannot be held, so Attorney Runyon will make that announcement within 48 hours of the scheduled meeting time. A Date Certain needs to be established, so the hope is that will come together by next Monday.

Per the latest Executive Orders from Governor Sununu, all State campgrounds, playgrounds, and historic sites are closed until further notice, as are State-run sandy beaches, parking areas, and bathrooms. This was in response to the high usage over the weekend.

Ms. Hatcher asked, pertaining to the reschedule of the Deliberative Session, if the date certain could be extended again if needed. Mr. Bartlett confirmed.

Ms. Hatcher asked about the potential for all mailed ballots for Town Meeting. Mr. Bartlett said administration has reached out NHMA to see what options are available to the Town. Currently we plan on following existing statutes about postponement.

Ms. MacStay said that Gloria Morison commented via Facebook that the Food Pantry is looking for monetary and gift card donations, rather than in-kind donations.

Drum Contract Extension

Ms. Hatcher explained there is a contract extension up for Drum, who produces videos and content for promotional use by the Town. The EDA would typically be the body that would extend the contract, but they

have not been able to meet. The Select Board has the ability and authority to extend the contract for three months.

Motion: Ms. Hatcher made a motion to extend Drum's contract by three months, through the end of June.

Vote: Mr. Taylor seconded. All in favor. Motion carried.

Mr. Ward said he was pleased with what Drum has posted, and, referencing their Instagram posts, said "they're very clever with their hashtags."

Review and Approval of Minutes from February 25th, 2020

Motion: Mr. Taylor made a motion to approve the Minutes of February 25th, 2020.

Vote: Ms. Hatcher seconded. All in favor. Motion carried.

Ms. Hatcher made a 'big shout out' to the community's volunteers: "It's a wonderful thing to watch this community rally to take care of each other...this is a very special place to live."

Mr. Taylor said Peterborough has seen a "wild outpouring" and people are "jumping all over" requests for help on the 'Peterborough Area Cares During COVID-19' Facebook page.

Ms. MacStay shared that Mandy Sliver thanked the Select Board and town employees via Facebook. Also via Facebook, Emma Toursey referenced some earlier technical difficulties, commenting that "Tyler sounds like Max Headroom," which elicited laughter all around.

Mr. Taylor made a motion to adjourn the meeting at 5:27 PM. Ms. Hatcher seconded. All in favor. Motion carried.

Respectfully Submitted,
Alison Kreutz, Department Assistant

PETERBOROUGH
SELECT BOARD:

Tyler Ward

Karen Hatcher

Bill Taylor

ACTION ITEM PENDING LIST

1.

MINUTES
SELECT BOARD
TOWN OF PETERBOROUGH
Tuesday, April 7, 2020 – 5:00 PM
1 Grove Street, Peterborough, New Hampshire

Present: Tyler Ward, Karen Hatcher, Bill Taylor

Also Present: Rodney Bartlett, Nicole MacStay, Chief Ed Walker, Alison Kreutz

Chair Ward opened the meeting at 5:00 PM.

Chair Ward made a motion to enter non-public session pursuant to RSA 91-A:3 II (a) (Personnel)

Roll call vote:

Chair Ward: Yes

Ms. Hatcher: Yes

Mr. Taylor: Yes

Ms. Hatcher made a motion to exit non-public session.

Roll call vote:

Chair Ward: Yes

Ms. Hatcher: Yes

Mr. Taylor: Yes

Ms. Hatcher made a motion to seal the minutes of the non-public session.

Public meeting resumed at 5:24 PM. The meeting was conducted via Zoom video conference, and broadcast on Facebook Live and Channel 22 (Comcast).

COVID-19 Update- Chief Ed Walker

Town Services

The Town is continuing to provide all essential services to our residents. The town house, fire department, and police department are encouraging people to conduct their business via phone or email when possible. If business must be conducted in person, appointments must be scheduled ahead of time.

In an effort to help promote the safety of both our providers and patients, all staff will be wearing procedure masks or N95 Respirators on every fire and ambulance call. Patients who are experiencing any symptoms will also be asked to wear a mask. Monadnock Community Hospital (MCH) is also requiring all hospital visitors wear masks.

The second edition of the Peterborough Weekly Dispatch was sent out today via the Select Board email list and also posted on the Town website.

Healthcare

Chief Walker said there is daily communication with MCH. Current planning includes the operation of the Alternate Care Site (ACS) in Keene as well as collaboration on testing, treating, and transporting COVID-19 patients.

MCH continues to provide services to all of their patients but in order to prepare for any surge in COVID-19 related cases, a number of practices have been modified. Please start with your primary care physician if you have any questions about illness. As always, if you are experiencing a life-threatening emergency call 9-1-1.

School District

ConVal Schools continue to be a major partner in assisting the community through the delivery of food through their breakfast and lunch programs as well as 68-Hours of Hunger.

Retirement Communities

The Town and MCH are continuing weekly check-ins with retirement communities in town. All are currently doing well. This has been very difficult on families and residents, so many communities have come up with innovative ways to keep people connected.

Community Service Organizations

The Town continues to work with the Food Pantry to help ensure they can meet the needs of their clients and others in our community who are suffering food related issues. Both the Peterborough Food Pantry and End 68-Hours of Hunger are welcoming donations - the best donation for them to receive right now is money, as not only is this consistent with staying home, but it also helps to ensure that both groups are able to get the specific items they need. Please check their respective Facebook pages for specific information on how to donate.

Another great way to stay connected, share information, and learn about opportunities to help is the Peterborough NH Area Cares during COVID-19 Facebook page. This moderated page has almost 1,000 members and has grown into a great platform for sharing resources.

Businesses

The business portal is up and running. As of this afternoon, we have 48 business that have taken advantage of the listing.

The Department of Health and Human Services is now listing COVID-19 positive patients by community. The map is for positive laboratory confirmed COVID-19 cases and is updated daily (based on cases that were reported day/night before). The map data shows all cases that have been reported in that community. Like many data sets, it's not perfect. Addresses that are used are the address that the individual provided at the time of testing so they could be living in another community or reporting errors. It has been said many times that if you assume you are positive and act in a way so as to not spread the disease, you will minimize your own exposure.

The current prediction is that the outbreak will peak in the next two weeks. Staying home is the best defense. If you must go out, wear a mask, practice social distancing, and wash your hands as soon as you can. If soap and water are not available, use an alcohol-based hand sanitizer.

Chair Ward thanked Chief Walker for all his hard work and reiterated that people should be very careful when they go out to reduce their exposure.

Monadnock Community Hospital Update - Dr. Luke Shippee & Ms. Laura Gingras

Dr. Shippee, an internal medicine physician, said there have been adjustments to clinic schedules, "but we are absolutely available." It's important to maintain social distancing, so MCH is encouraging patients to avoid coming to the hospital campus when possible. The telehealth program is working reasonably well and is helping to minimize travel and exposure.

Dr. Shippee said that typically MCH is a 25 bed critical access hospital, but surge plans could allow MCH to increase as high as 40 beds if needed. MCH is working with Cheshire Medical Center on ongoing process to prepare Keene State as alternate care facility if needed. The hope is that it would never need to be used, but would be available if needed.

Ms. Gingras said a database of volunteers is being created as a proactive surge planning measure. She encouraged people to visit the COVID-19 Volunteer Corp page on the MCH website. Once registered, volunteers will be contacted if their help is needed.

The CDC and NH DHHS put out a public health alert asking all who enter a health facility to wear a mask, and MCH asks that anyone on campus or at a satellite facility bring a mask or face covering with them. A mask will be provided if a visitor does not have one with them.

She continued that the response from the community “has been incredible.” MCH has a great distribution network and is helping all healthcare providers in primary service area. She encouraged people to continue to drop masks off at the drop-off locations. MCH is in touch with nursing homes, retirement communities, and EMS personnel so that other essential healthcare employees can be helped by PPE donations. She gave a “huge shout-out” to the talented sewists in our communities and said more than 3,000 masks have been donated. There are several patterns out there, but any donated fabric masks will be used and appreciated.

Ms. Hatcher added that the MCH volunteer program Ms. Gingras mentioned includes opportunities that aren’t onsite at the hospital.

Ms. Hatcher said people are concerned about retail providers having masks. She asked if excess masks could potentially be channeled to grocery stores and other essential service providers. Ms. Gingras answered that once the needs of the healthcare workers are filled, she will see if volunteers would continue their efforts for others in the community. Ms. Hatcher said that she and other mask-making volunteers will keep at it for as long as there is a need in the community.

Chair Ward noted that the work of community volunteers has been “heartening,” and mentioned that a resident has been volunteering to repair sewing machines.

Via Facebook, Sharon Smith commented that End 68 Hours of Hunger is still seeking donations of 12-oz. boxes of cereal, soup and canned tomato sauce.

JustCommunity Inc. Contract

Ms. Hatcher explained that at the last physical gathering of Community Housing Task Force there was a small group of members who expressed the willingness to look at some hard questions and see if the community process could be moved forward. She said it occurred to the group that bringing back Lee Rush & his organization (who helped create the framework for the group interactions and discussions) would be appropriate. Mr. Rush and his colleague Richard Cohen said they were willing to come and assist with a smaller group “who need and want to have a harder conversation” about how to move forward together. This contract is for that purpose, to be paid with money raised to support the Task Force. Interactions would be done via Zoom, at least until there is an opportunity for an in-person gathering.

Motion: Ms. Hatcher made a motion to approve the justCommunity Inc. contract and authorize Ms. MacStay to sign.

Vote: Mr. Taylor seconded. All in favor. Motion carried.

Drum Contract Extension

Ms. MacStay said that at a previous meeting the Board had authorized Mr. Bartlett to sign the Drum Contract Extension, and asked that they authorize her instead so she could sign in Mr. Bartlett’s absence.

Motion: Chair Ward made a motion to authorize Ms. MacStay to sign the Drum Contract Extension.

Vote: Mr. Taylor seconded. All in favor. Motion carried.

Review and Approval of Minutes from March 10th, 2020

Motion: Ms. Hatcher made a motion to approve the Minutes of March 10th, 2020.

Vote: Mr. Taylor seconded. All in favor. Motion carried.

Chair Ward said Ali Kreutz did a great job on the minutes, and Mr. Taylor noted that Ms. Kreutz was spearheading the Weekly Dispatch. The Board thanked Ms. Kreutz for her efforts.

Chair Ward reminded residents to take the 2020 Census if they had yet to get around to it. The town is not yet at 50% participation. He said that Mandy Sliver and Kate Coon had been working hard to get the word out.

Ms. Hatcher added that the whole process only takes about 2 minutes to do it online.

Update from Town Administration

Main Street Bridge Update

Mr. Bartlett shared that Beck & Bellucci is moving forward on the Bridge project. New traffic signals will be installed this week. Soon after that, work will be done widen Route 202 will be done on easterly side of intersection, and will last 1-2 weeks. The Bridge will be open to one-way traffic in the meantime.

Following that, the pedestrian bridge will be installed, and there will be remarking of parking spaces to generate some additional spaces. Traffic signals will go into full effect early next week. The contractor's DOT has confirmed funds and employees are available. Executive order from Vermont governor restricted access to and from the state with affected some of the anticipated labor, but we've gotten around that issue. There will be work starting soon, and it will continue for a long time.

Town Meeting Postponement

Deliberative session has been moved to June 16th, with the Ballot Session July 14th and Open Session, July 15th. Open Session will only be held if budget does not pass at the ballot session on the 14th. "We'll face all those issues when we get there."

Library Project Update

Mr. Bartlett said there have been "positive efforts" regarding the guaranteed maximum price from Harvey Construction, who is contracted to do the work on the library. The amount of money needed to be "in the bank" is very close, such that we're looking at the final details needed to authorize the contractor to start the work. Mr. Bartlett requested that the Board to authorize/reauthorize him to sign contract with Harvey Construction.

Motion: Mr. Taylor made a motion to authorize Mr. Bartlett to sign the contract with Harvey Construction regarding the Library.

Vote: Ms. Hatcher seconded. All in favor. Motion carried.

Ms. Hatcher recognized the tremendous work of community volunteers and organizations including Tina Kriebel, The River Center, and Avenue A in Antrim: "It's a labor of love, and we'll come out of this as a stronger community." Mr. Taylor said, "I'll second that motion!"

Chair Ward asked if the northwest end of Pine Street will be open during the widening of Route 202. Mr. Bartlett confirmed it will be open.

Ms. Hatcher made a motion to adjourn the meeting at 6:08 PM. Mr. Taylor seconded. All in favor. Motion carried.

Respectfully Submitted,
Alison Kreutz, Department Assistant

PETERBOROUGH
SELECT BOARD:

Tyler Ward

Karen Hatcher

Bill Taylor

ACTION ITEM PENDING LIST

1.



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

May 4, 2020

Re: Statewide 42716

Chairman of Selectmen
Tyler Ward
1 Grove Street
Peterborough, NH 03458

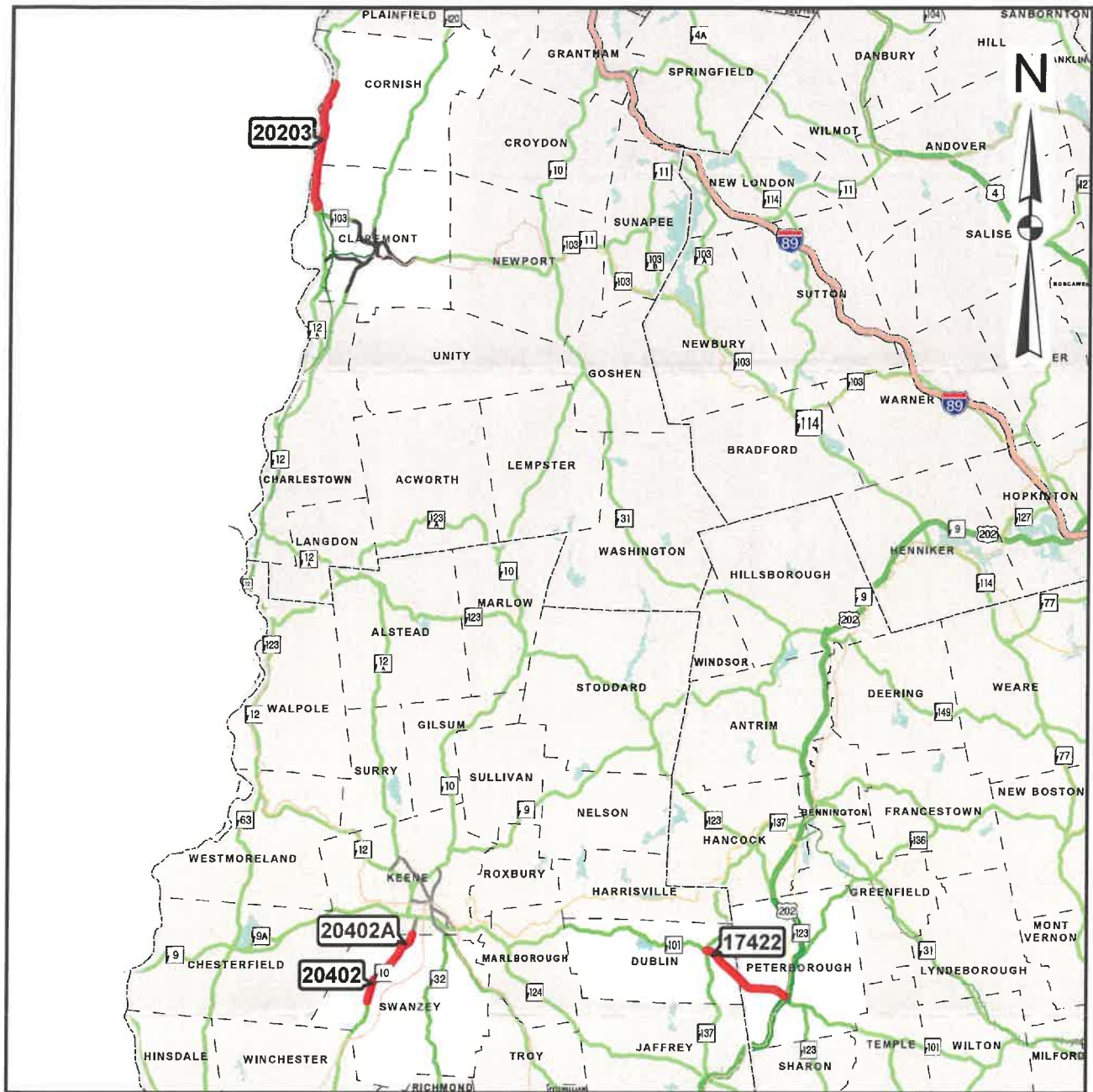
Dear Mr. Ward:

The NH Department of Transportation (NHDOT) is planning the subject resurfacing project on 14.7 miles of various Tier 2 roadways in the Towns of Cornish-Claremont on NH Route 12A, Swanzey on NH Route 10, and Dublin-Peterborough on NH Route 101. The purpose of the project is to preserve the existing roadway in order to prevent a more expensive rehabilitation in the near future. The proposed work includes pavement inlay and overlay, shoulder leveling within 2' of the existing roadway in order to match the new pavement with the existing shoulder, pavement markings, adjusting catch basins within the existing pavement limits, and replacing plug joints on bridges as needed. Additional activities may also include guardrail upgrades, sign replacement, upgrade of sidewalk tip down units in order to meet current ADA requirements, and minor repairs to existing drainage structures. All proposed work is within the existing State right-of-way.

Engineering studies have been initiated to refine the scope and limits of work necessary for this project. The Department's Bureau of Environment is in the process of evaluating the potential environmental impacts associated with the project. To assist in this evaluation, I am asking that you notify me of any concerns relative to the project's potential impacts on environmental, social, economic, or cultural resources, such as wetlands, historic properties, and invasive plant species.

Some transportation projects require mitigation for possible wetland/stream impacts. The natural resources in this project area have not yet been identified and investigations are forthcoming. Preliminary engineering studies have begun and the Department will attempt to avoid, and minimize impacts through design before determining if there will be any stream or wetland impacts that may require mitigation. **As a proactive measure the Department would like to request a list of the Town's preferred/priority mitigation efforts that the Department may evaluate and consider undertaking if it is determined that the project does in fact require mitigation. Please let us know if your Town has identified such priorities.** In the absence of any Town priorities to evaluate the Department will pursue permittee responsible mitigation through the Stream Passage Improvement Program (SPIP). If it's determined that no viable options exist through the SPIP, the Department will pursue a payment into the Aquatic Resource Mitigation Fund (ARM Fund), at which time those funds will become competitively available through the ARM fund grant process.

Statewide (SW) 42716



0 2.5 5 7.5 10
Miles

LEGEND

- 42716
- Interstates
- US Routes
- State Routes
- Urban Compacts

New Hampshire
DOT
Department of Transportation

State #: 42716
Federal #: X-A004(996)

LOCATION MAP



**Building
Permit**

TOWN OF PETERBOROUGH
Office of Community Development - Building Official

Permit Number: BP20-49

Parcel ID Number: U005-028-200

Address: 169 Sand Hill Road

Owner: Lebel

Zoning District: Family

Description of Work: Single Family Residence, Two Story Colonial, 3 bdrm
w/ 2 car garage, no rear deck.

Code Edition: 2015 IRC

New ☒ Addition ☐ Alteration ☐

Town Water ☐ Town Sewer ☐

Septic System No. _____

NH Architect: _____ License Num: _____

NH Engineer: _____ License Num: _____

Builder: Dustin Krook

Electrician: Ross Somero License Num: 9839

Plumber: Mike Aho License Num: 4733

Gas Fitter: _____ License Num: _____

Estimated Construction Cost: \$300,000

Date Submitted: January 15, 2020 Date Approved: May 6, 2020



Tim Herlihy
Code Enforcement Officer

* Permit shall become invalid unless work is not started within 180 days or not complete within 2 years.

* All inspections listed on Inspection Sheet must be performed for Certificate of Occupancy.

**Building
Permit**

TOWN OF PETERBOROUGH
Office of Community Development - Building Official

Permit Number: BP20-50

Parcel ID Number: U030-020-000

Address: 10B Altemont Street

Owner: Bay

Zoning District: West Pete.

Description of Work: Interior renovation of duplex unit, including the addition of the second floor bathroom.

Code Edition: 2015 IRC

New ☐ Addition ☐ Alteration ☒

Town Water ☐ Town Sewer ☐

Septic System No. _____

NH Architect: _____ License Num: _____

NH Engineer: _____ License Num: _____

Builder: Donat Bay

Electrician: Kyle Fontaine License Num: 3098

Plumber: RDP Water Systems License Num: _____

Gas Fitter: _____ License Num: _____

Estimated Construction Cost: \$30,000

Date Submitted: April 24, 2020 Date Approved: May 4, 2020



Tim Herlihy
Code Enforcement Officer

* Permit shall become invalid unless work is not started within 180 days or not complete within 2 years.

* All inspections listed on Inspection Sheet must be performed for Certificate of Occupancy.

**Building
Permit**

TOWN OF PETERBOROUGH
Office of Community Development - Building Official

Permit Number: BP20-51

Parcel ID Number: U030-044-000

Address: 305 Union Street

Owner: Spitzfaden

Zoning District: West Pete.

Description of Work: Washer and Dryer Electrical Circuits

Code Edition: 2015 IRC

New ☐ Addition ☐ Alteration ☒

Town Water ☐ Town Sewer ☐

Septic System No. _____

NH Architect: _____ License Num: _____

NH Engineer: _____ License Num: _____

Builder: _____

Electrician: Phillip Neal License Num: 14368M

Plumber: _____ License Num: _____

Gas Fitter: _____ License Num: _____

Estimated Construction Cost: \$500

Date Submitted: April 27, 2020 Date Approved: May 4, 2020



Tim Herlihy
Code Enforcement Officer

- * Permit shall become invalid unless work is not started within 180 days or not complete within 2 years.
- * All inspections listed on Inspection Sheet must be performed for Certificate of Occupancy.

**Building
Permit**

TOWN OF PETERBOROUGH
Office of Community Development - Building Official

Permit Number: BP20-53

Parcel ID Number: U005-037-000

Address: 129 Sand Hill Road

Owner: Gourlay

Zoning District: Family

Description of Work: 12 x 18 deck

Code Edition: 2015 IRC

New ☐ Addition ☒ Alteration ☐

Town Water ☐ Town Sewer ☐

Septic System No. _____

NH Architect: _____ License Num: _____

NH Engineer: _____ License Num: _____

Builder: Property Owner

Electrician: _____ License Num: _____

Plumber: _____ License Num: _____

Gas Fitter: _____ License Num: _____

Estimated Construction Cost: \$3,100

Date Submitted: April 28, 2020 Date Approved: May 8, 2020



Tim Herlihy
Code Enforcement Officer

- * Permit shall become invalid unless work is not started within 180 days or not complete within 2 years.
- * All inspections listed on Inspection Sheet must be performed for Certificate of Occupancy.

**Building
Permit**

TOWN OF PETERBOROUGH
Office of Community Development - Building Official

Permit Number: BP20-54

Parcel ID Number: U017-090-000

Address: 14 High Street

Owner: Gordon

Zoning District: Family

Description of Work: Kitchen reno, added portico, garage door reno.

Code Edition: 2015 IRC

New ☐ Addition ☐ Alteration ☒

Town Water ☐ Town Sewer ☐

Septic System No. _____

NH Architect: _____ License Num: _____

NH Engineer: _____ License Num: _____

Builder: Tim Groesbeck

Electrician: Scott Perry License Num: 9074

Plumber: Scott Begley License Num: 4888M

Gas Fitter: _____ License Num: _____

Estimated Construction Cost: \$80,000

Date Submitted: May 1, 2020 Date Approved: May 13, 2020



Tim Herlihy
Code Enforcement Officer

- * Permit shall become invalid unless work is not started within 180 days or not complete within 2 years.
- * All inspections listed on Inspection Sheet must be performed for Certificate of Occupancy.