

**MEETING AGENDA**  
TOWN OF PITTSFIELD  
BOARD OF SELECTMEN  
TOWN OFFICE, 85 MAIN STREET  
PITTSFIELD, NEW HAMPSHIRE 03263

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**TUESDAY, MAY 12, 2020**

In response to the COVID-19 Pandemic, Governor Sununu has issued Emergency Order #16 pursuant to Executive Order 2020-04, which is a temporary prohibition on scheduled gatherings of 10 or more attendees.

To comply with this order, this meeting will proceed at the scheduled time if the number of attendees is at or less than 10, and social distancing is maintained as recommended by State and Federal Health Officials.

Comments for public comment consideration can be emailed to [admin@pittsfieldnh.gov](mailto:admin@pittsfieldnh.gov), expressed by telephone at (603) 435-6773, or by mail to our town hall at 85 Main Street, Pittsfield NH 03263.

**REGULAR SESSION - 4:00 p.m.** – call to order

**PLEDGE OF ALLEGIANCE**

**PUBLIC INPUT** – regarding agenda items only

**AGENDA REVIEW**

**NEW BUSINESS**

**ACTION ITEMS**

1. Scheduled Supt. of Public Works interviews – anticipated to be in nonpublic session
2. Meeting with Code Compliance Officer
3. Town operations during the COVID-19 pandemic
4. GOFERR Coronavirus Relief Fund Grant Agreement
5. NH First Responder COVID-19 Stipend Program
6. Donation to the Harvey A. Marston Memorial Scholarship Fund - \$50.00
7. Property Tax Warrant – first billing - \$4,370,938
8. Ambulance purchase
9. Request from Main Street Grill – outdoor seating on sidewalk
10. Solar Rebate program – New England Solar Garden
11. Property Tax Abatement – 313 Webster Mills Road (for tax system, was paid with redemption)

**COMMITTEE REPORTS**

**INFORMATION ITEMS**

1. April 2020 monthly Wastewater Treatment Facility report
2. 2020 sewer slip lining notification

**OLD BUSINESS**

1. Perambulation of town lines (8/14/2018)
2. Town Hall exterior repairs (8/27/2019)
3. Zoning & RSA 155-B violations (8/27/2019)
4. Request for the Board's march on Washington (tabled 3/17/2020)

**CHECK MANIFESTS**

1. Accounts Payable
2. Payroll

**MINUTES**

1. April 28, 2020 – Nonpublic Session Minutes
2. April 28, 2020 – Public Session Minutes

**PUBLIC INPUT**

Public Input standards: The Board of Selectmen may accept the public's input that is addressed directly to the Chair in a courteous and respectful manner in a time frame of three minutes or less.

**NONPUBLIC SESSION** - The Board of Selectmen may enter into Nonpublic Session under RSA 91-A:3

*Please note: The meetings of the Board of Selectmen are recorded, audio and video.*

**GOFERR CORONAVIRUS RELIEF FUND GRANT AGREEMENT**  
(Municipalities and Counties)

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

**1. GENERAL PROVISIONS: IDENTIFICATION.**

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

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

1.3. Grantee Name: Town of Pittsfield

1.4. Grantee Address: 85 Main Street, Pittsfield NH 03263

1.5 Grantee Telephone Number: (603) 435-6773 x20

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

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

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

1.9. Grant Officer for State Agency: John Frasier

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

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

A. Majority of Selectmen

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

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

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

B. Designated Signing Authority

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

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

1.12. State of New Hampshire Signature:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 6. RECORDS AND ACCOUNTS.

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



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

#### 7. PERSONNEL.

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

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

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

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

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

Failure to perform the Grant satisfactorily or on schedule; or

Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

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

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

#### 10. TERMINATION.

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

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

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

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

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

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

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

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

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

15. INSURANCE AND BOND.

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

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

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

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

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

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

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

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

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

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

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

## **GOFERR GRANT AGREEMENT EXHIBIT A**

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

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

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

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

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

- b.) Costs not accounted for in the budget most recently approved as of March 27, 2020 means:
  - (i) the cost cannot lawfully be funded using a line item, allotment, or allocation within the Grantee's budget meeting the above definition, but excluding subsequent supplemental appropriations, including from a rainy day or reserve fund or other budgetary adjustments taken to respond to COVID-19; or
  - (ii) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.
- c.) A cost is "incurred" when the responsible unit of government has expended funds to cover the cost during the period March 1, 2020 to December 30, 2020.

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

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

Initials \_\_\_\_\_  
Date \_\_\_\_\_  
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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.

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

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

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

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

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

***Necessary expenditures incurred due to the public health emergency***

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

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

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

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

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

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

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

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

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

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

***Nonexclusive examples of eligible expenditures***

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

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

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

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

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

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

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

<sup>3</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.



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

**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”).<sup>1</sup> 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

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

***What records must be kept by governments receiving payment?***

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

***May recipients deposit Fund payments into interest bearing accounts?***

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

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

***May governments retain assets purchased with payments from the Fund?***

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

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

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



## GOFERR GRANT AGREEMENT EXHIBIT B

### Methods and Conditions of Payment

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

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

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

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

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

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

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

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

Initials \_\_\_\_\_

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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Date \_\_\_\_\_

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.

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Grantee Name

Period Covered by this Certification

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Name and Title of Authorized Grantee Representative

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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

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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.

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Grantee Representative Signature

Grantee's Representative Title

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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.

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Grantee Representative Signature

Grantee's Representative Title

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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.

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Grantee Representative Signature

Grantee's Representative Title

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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.

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Grantee Representative Signature

Grantee's Representative Title

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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.





**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: \_\_\_\_\_

-  ([https://twitter.com/NH\\_HSEM](https://twitter.com/NH_HSEM))
-  (<https://www.facebook.com/NH.HSEM>)
-  (<https://www.youtube.com/channel/UCUHWcQMkzczX2jCvPiddOqw/playlists>)



# RESOURCE CENTER

## HOMELAND SECURITY & EMERGENCY MANAGEMENT

### First Responder COVID-19 Stipend Program

To be eligible, a person must be a first responder (as defined below) and identified as either full-time, part-time, on-call, or volunteer status. Payment is effective May 4, 2020 and valid through June 30, 2020.

**NOTE:** Members are only eligible for one first responder stipend payment per week.

Department Heads/Chiefs/Company owners or managers are responsible for submitting their member's information under the appropriate category. In an effort to simplify the process and assist communities/ agencies with potential cash flow concerns, one submission for the entire eligibility period will be accepted. Each approved agency will receive a single payment for the entire eligibility period following the submission.

All submissions are subject to audit and any funds that are not spent in accordance with this guidance may be subject to recoupment. Department Heads/Chiefs/Company owners or managers may also be asked to provide additional information as necessary to ensure compliance with Federal requirements.

**Click here to review the program FAQ's. ([https://prd.blogs.nh.gov/dos/hsem/?page\\_id=8624](https://prd.blogs.nh.gov/dos/hsem/?page_id=8624))**

Additional questions can be directed to [covidhazardpay@dos.nh.gov](mailto:covidhazardpay@dos.nh.gov) (mailto:covidhazardpay@dos.nh.gov) or the State Emergency Operations Center at (603) 271-2231.

### Definitions:

**Eligibility:** To qualify an individual must be engaged in a first responder activity that requires them to interact, in person, with the public or to be out among the general public. Individuals are ineligible for this stipend if their role does not, in their normal course of business, require them to be in physical contact with the public.

**Active Member:** Any person who is a member of a public or private agency providing law enforcement, correctional, fire protection, or emergency medical services within the state, who in good standing and who is qualified, willing and available to respond to and perform the required responsibilities of their respective position.

Full-time status: Full-time status is defined as working 30 or more hours per week (or at least 130 hours per month).

Part-time status: Part-time status is defined as working fewer than 30 hours per week. During this state of emergency, it is recognized that some “certified part-time” first responders are working in excess of 30 hours per week on average. For the purposes of this stipend, these persons should be treated as working full-time for the weeks they exceed 30 hours.

Corrections Officer: Any person who is employed by the Department of Corrections as a probation parole officer or works within a state or county correctional facility in close and immediate contact with prisoners on a daily basis and has responsibility for security, and/or is responsible for the physical custody and security of inmates, and/or is authorized by law to use force to prevent escapes from such facilities. As a job requirement, is fully certified as a correctional officer or probation parole officer, and meets all physical, mental, educational, and other qualifications for continuing certification as a corrections officer or probation parole officer as established by the certifying authority.

Firefighter: Any person, whether fulltime, part-time, on-call, or volunteer, who is employed and/or appointed by a municipal, county, village, precinct, state, non-profit, or private firefighting unit in the State of New Hampshire, who has the authority and responsibility to engage in the prevention, control, and/or extinguishment of fires, and who performs activities that are required for and directly concerned with the prevention, control, and/or extinguishment of fires, including incidental non-firefighting functions.

Law Enforcement Officer: Any person who is employed by a municipal, county, or state governmental agency in the State of New Hampshire and who is a police officer, including sheriffs, deputy sheriffs, conservation officers, liquor commission inspectors, fire investigators/marshals, state troopers, forest rangers, and marine patrol officers, and who is certified through NH Police Standards and Training Commission (or are awaiting certification and is currently employed and working as a law enforcement officer), and is responsible for the prevention, detection, or prosecution of crimes and the enforcement of the laws of the state and of its political subdivisions; has full general arrest powers; and as a job requirement meets all physical, mental, educational, and other qualifications for continuing certification as a police officer as established by NH Police Standards and Training Commission.

Emergency Medical Services Personnel: Any person, whether fulltime, part-time, on-call, or volunteer, who is employed and/or appointed by a municipal, county, village, precinct, state, non-profit, or private Emergency Medical Services unit in the State of New Hampshire that is either under contract or agreement with a city, town, village, precinct, or long term care facility, and holds a valid providers license issued by the Bureau of Emergency Medical Services, and responds to calls for emergency medical services from citizens or visitors within the state.

Employer Taxes: Employers are responsible for all applicable taxes, state and local, as well as any benefits costs associated with these stipend payments.

## Steps to Submit First Responder Stipend Worksheet:

### 1. Download the First Responder Stipend Worksheet

- One stipend worksheet documents up to 500 names. If you are submitting more than 500 names, please submit additional worksheets.

### 2. Completed the First Responder Stipend Worksheet(s)

- Information needed is:
  - First Name
  - Last Name



**TAX COLLECTOR'S WARRANT  
PROPERTY TAX LEVY  
STATE OF NEW HAMPSHIRE**

**Merrimack ss.**

**TO: Erica B. Anthony, Collector of Taxes for Pittsfield, New Hampshire in said county.**

In the name of the State you are hereby directed to collect the property taxes in the list herewith committed to you, amounting to the sum of Four Million Three Hundred Seventy Thousand Nine Hundred Thirty Eight Dollars (\$4,370,938.00) and with interest at eight (8%) percent per annum from July 1, 2020 thereafter, on all sums not paid on or before that day.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars (\$1,500.00) or more.

Given under our hands at Pittsfield, New Hampshire, this Twelfth day of May in 2020.

\_\_\_\_\_  
James C. Allard

\_\_\_\_\_  
Gerard A. LeDuc

\_\_\_\_\_  
Carl E. Anderson

\_\_\_\_\_  
Carole A. Richardson

\_\_\_\_\_  
James H. Adams

Board of Selectmen  
Pittsfield, New Hampshire

**Pittsfield**  
**Tax Totals**

Tax Warrant: 2020P01 of 2  
Number of Parcels: 1,876

**Valuations**

Non-Utility Land Value:	77,448,959	
Number of Current Use Parcels:	377	
Non-Utility Improvements Value:	203,659,400	
Utility Value:	14,236,400	
Exempt Property Value:	( 17,780,500 )	
<hr/>		
Valuation Before Exemptions:	277,564,259	*
Exemptions Applied:	( 8,792,000 )	*
<hr/>		
<b>Net Valuation:</b>	<b>268,772,259</b>	
Net Non-Utility Valuation:	254,535,859	
Net Utility Valuation:	14,236,400	

\* These values include one or more Religious, Charitable, and/or Educational Exemption(s). When comparing these values to the corresponding values on the MS-1 Report, note that on the MS-1 Report Religious, Charitable, and Educational Exemptions are deducted from the Total of Taxable Buildings and thus the Total Valuation Before Exemptions rather than included as a portion of the Total Dollar Amount of Exemptions.

**Tax Rates**

Total: 16.43	Municipal: 4.60	State Education Tax: 1.10	
	School: 9.30	County: 1.43	

**Taxes**

Property Tax:	4,400,245.00	
Veterans Credits Applied:	( 29,307.00 )	
<hr/>		
<b>Commitment Amount:</b>	<b>4,370,938.00</b>	
Penalties:	0.00	

**Total Tax Bills: 4,370,938.00**



Bert's Emergency Vehicles  
226 Farm Street  
Blackstone, MA 01504  
508-254-5008

Peter Pszonowsky, Chief  
Pittsfield Fire Department  
33 Catamount Road  
Pittsfield, NH 03263

Reference: 2019 GEN-T Unit 19-171-016 (5/8/20)

Chief Pszonowsky;

Proposal for 2019 Ford F-550 4x4 Diesel Gen-T 171" Modular Type I -AD ambulance. (Shown to your department last week)

The vehicle is equipped with all LED warning lights along with numerous options, see spec for complete details.

Items listed below will also included in the purchase:

- Add a drug locker to the front wall
- Install 2 customer supplied SCBA tank brackets
- Install customer supplied monitor bracket
- Customize the oxygen system in O2 cabinet
- Gold leaf lettering

We will be replacing the pinch latches with the defender latches on the 2 cabinets above the squad bench, the cabinet on the street side rear and the cabinet to the left of the CPR seat.

Along with the unit, a Stryker Power Load cot retention system will be installed and a new Power Pro XT cot will be furnished. Price includes the trade in of the current Stryker Cot and the upgrade kit for your second cot.

Price includes the trade in of your 2009 C4500 and the Ford GPC rebate.

Vehicle- Lettered, delivered      \$241,982.00

Thank you for the opportunity to quote you on this vehicle.

Lucien Rainville  
Bert's Emergency Vehicles



240 MAIN DUNSTABLE ROAD  
NASHUA, NH 03062

# SALES ORDER

Sales Order Number: 18262  
 Sales Order Date: Apr 28, 2020  
 Ship By: Apr 28, 2020  
 Page: 2

Quote #

Voice: 603-402-4144  
 Fax: 603-386-6344

To:
Pittsfield Fire PO Box 38 33 Catamount Rd Pittsfield, NH 03260

Ship To:
Pittsfield Fire Dept PO Box 38 33 Catamount Rd Pittsfield, NH 03260

Customer ID	PO Number	Sales Rep Name
Pittsfield Fire		Scott Oneto
Technician	Shipping Method	Payment Terms
	UPS GROUND	Net 30 Days

Quantity	Item	Description	Unit Price	Amount	Job ID
1.00	Service Call	Service Call Charge	105.00	105.00	
12.00	SLBR	Install labor Install Labor setimate - \$105 per man hour	105.00	1,260.00	
Subtotal				5,584.31	
Sales Tax					
Freight				0.00	
<b>TOTAL ORDER AMOUNT</b>				<b>5,584.31</b>	



240 MAIN DUNSTABLE ROAD  
NASHUA, NH 03062

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Pittsfield Fire		Scott Oneto
Technician	Shipping Method	Payment Terms
	UPS GROUND	Net 30 Days

Quantity	Item	Description	Unit Price	Amount	Job ID
2.00	NX-5700BK	136-174 MHz 50W NXDN/Conventional Mobile <RF DECK ONLY>	735.00	1,470.00	
2.00	KWD-5100CV	License Key for P25 Conventional	575.00	1,150.00	
2.00	5ABBM	MID POWER Dual Head-Single RF Deck	1,060.00	2,120.00	
2.00	KCT-46	Ign Sense Cable	14.00	28.00	
2.00	KCT-71M3	Remote Control Cable (25 FT)	82.00	164.00	
2.00	KES-5	Ext. Speaker 20W Max.	61.25	122.50	
1.00	NASPO-NH State E	NASPO NH State Bid Pricing Contract # 06913	1,516.35	-1,516.35	
2.00	L-5030B	Package Single Deck Dual Head Remote	140.00	280.00	
1.00	SO-SLBR	Programming 2 radios	105.00	105.00	
2.00	RFU505	UHF CONN, MALE CRIMP FOR RG-58/U, LMR-200,CBL GRP C, C2	9.00	18.00	
2.00	ROOF-FT-NITI-M	Flexi-Whip (ANTENNA ONLY--NO CABLE)	54.08	108.16	
4.00	425-6625	Faceplate (Kenwood NX-5000 Series KCH19 Control Head)	35.00	140.00	
1.00	MISC PARTS	MISC PARTS	30.00	30.00	
Subtotal					Continued
Sales Tax					Continued
Freight					Continued
<b>TOTAL ORDER AMOUNT</b>					<b>Continued</b>

## The Time is right to buy local "Solar Rebates"

*Lock-in electricity savings*



- ✓ A Rare Market Opportunity:
  - This is a unique moment in time to rethink the way you buy energy
  - There is a perfect storm at work with historically low kWh rates from LOCAL solar projects right here in NH & MA
  - Power rates will inevitably go up in the future as we have seen in the past
  - Electric rates have risen 7.6% annually over the last 12+ years in NH alone
  
- ✓ Impact to Customers:
  - Smart energy buyers are taking advantage of today's low rates while hedging against future increases with Solar Rebates
  - Power rates have gone up over 15% this year alone!
  
- ✓ Solar Rebates.... An "Energy Hedge" solution:
  - Enter into a long term "Solar Rebate" program from local solar projects to automatically reduce your overall kWh rates!
  - No risk by allowing the solar project to assign your accounts to the projects
  
- ✓ Rates option:
  - Sign on bonuses\*:** \$393
  - Solar Rebates\*\*:** \$656, based on 131,226 kWhs
  - Term:** until 2040 based on NH PUC rules

No upfront cost to save the planet while saving money

*Lock in your energy rates at TODAY's Unprecedentedly low rates*

603-817-1175

[www.NeSolarGarden.com](http://www.NeSolarGarden.com)

\*\$3k per 1m kwhs. Limited time, while supplies last

\*\*If the default service rate falls below the Floor Rate, then customer will not receive a ½ cent credit and will NOT pay NESG the difference. No rebate will be paid until that deficit is recouped. If there is a deficit at the end of the contract, that amount will be forgiven.

Annual kWh Usage Chart:

<b>Pittsfield Town - Electric bills</b>				
	<b>Supply Rate</b>	<b>Total kWhs</b>	<b>Utility</b>	<b>Account #</b>
Town of Pittsfield	8.3	19083	Eversource	56890266042
Town of Pittsfield	8.3	32965	Eversource	56688956002
Fire Station	8.3	34360	Eversource	56493831077
Town Garage	8.3	9815	Eversource	56355001007
Town of Pittsfield	8.3	2885	Eversource	56251194023
Town of Pittsfield	8.3	2754	Eversource	56455066050
Town of Pittsfield	8.3	1116	Eversource	56611666083
Street lights	8.3	28248	Eversource	8001078-01-8-9
	<b>Total:</b>	<b>131,226</b>		

\*\$3k per 1m kwhs. Limited time, while supplies last

\*\*If the default service rate falls below the Floor Rate, then customer will not receive a ½ cent credit and will **NOT** pay NESG the difference. No rebate will be paid until that deficit is recouped. If there is a deficit at the end of the contract, that amount will be forgiven.

**TOWN OF PITTSFIELD,  
NEW HAMPSHIRE**

To the Collector of Taxes:

By vote of the Board of Selectmen, upon the application of

Name: William Colman & Alicia Vincent

Map & Lot: R51-4

Location: 313 Webster Mills Road

We have abated the amount of \$2,144.00, which was the Fall 2019 property tax bill that was still in the tax collector's system, as a bill had been generated to the Town of Pittsfield as tax dedeed owner. When the property was redeemed from tax dedeed status the entire amount was deposited as one check to tax dedeed property revenue, separate of the tax billing system. This abatement clears up the amount owed in the tax system that was paid.

Abatement Property Tax	2,144.00
Refund Property Tax	0

Per order,

.....  
  
.....  
  
.....  
  
.....  
  
.....

Board of Selectmen

Date: \_\_\_\_\_





**MONTHLY MANAGERS REPORT**

To: Cara Marston, Town Administrator  
Town of Pittsfield

From: Bill Gilpatric., Area Manager  
Utility Partners LLC

May 6, 2020

Subject April 2020 Activity at the Pittsfield Wastewater Treatment Facility  
NPDES Permit # NH0100986

**Wastewater Analysis Performed:**

All daily and monthly testing required by the Pittsfield's WWTF permit was done and submitted to EPA and DES for the month of April 2020. (Report attached) We did test for phosphorus this month the average was 0.33 lbs/day the permit is average of 1.5 lbs/day. We tested for copper the monthly average was 0.0022 mg/l, the permit level is .015 mg/l. Epic WW58 was delivered on April 15, 2020 there was 1259 gallons delivered. Had a lot of flour mixture come into headworks this month it was more usual. This problem needs to be addressed ASAP.

**Other:** Below is a quick reference as to what the flows entering and exiting the facility were for the month of April 2020 compared to April 2019.

Monthly Totals for Influent and Effluent flow compared to last year in MGD:

<b>Apr-20</b>	<b>Influent</b>	<b>Effluent</b>
<b>Total</b>	7.829	7.607
<b>Average</b>	.261	.254
<b>Min.</b>	.181	.171
<b>Max.</b>	.367	.316

<b>Apr-19</b>	<b>Influent</b>	<b>Effluent</b>
<b>Total</b>	8.854	8.658
<b>Average</b>	.295	.289
<b>Min.</b>	.208	.204
<b>Max.</b>	.604	.462

**Maintenance Budget: 2020**

\$12,500.00

Maintenance money used by month

Jan: \$1,916.87

Feb: \$98.55

March: \$2,527.76

Apr: \$2,773.32

May:

Jun:

Jul:

Aug:

Sep:

Oct:

Nov:

Dec:

Total to Date = \$7,316.50

Maintenance Cap remainder for the Contract Year

\$12,500.00

---

**Anticipated Maintenance and Repairs:**

Grit blower #2 was replaced. Put aerator #8 back together could not get parts, hopefully it will run alright. Going to have to replace it sometime in the near future.

**Plant Maintenance:**

All Maintenance and Inspections at the facility has been performed for April 2020.

Generator was exercised.

Pumped out manholes in front of effluent building.

**Alarm Callouts**

There was no call outs in the month of April.

## **Pump Stations**

Weekly checks were done at all stations.

All generators were exercised this month.

Pumped out Joy Street pump station on 4/21/2020 used Gosse Septic.

Repacked #1 pump Joy Street pump station.

Ordered new transfer switch for Catamount Pump Station.

## **Collection System**

Marked out for dig safe where needed.

Slip lining is scheduled for the last week of May 2020.

## **Monitoring Wells**

The ground water discharge expires on August 4, 2020. The renewal application was sent in around 1/17/2020. Need to be tested in May 2020. Wells will be tested in May 2020.

Sincerely,

Bill Gilpatric  
Area Manager

**Utility Partners, LLC**  
127 South Main Street  
Pittsfield, NH 03263  
Phone: 603.435.8857  
[bill.gilpatric@utilitypartnersllc.com](mailto:bill.gilpatric@utilitypartnersllc.com)



ADDRESSES FOR SLIP LINING 2020

MAY 26 – RIVER ROAD = #82

MAY 27 – BERRY AVE = #24, 19, 18,17,16,13 and 11

MAY 28 – CARROLL STREET = #47 & # 41

MAY 29 – MAIN STREET = #21

KEEP USAGE TO A MINIMUM ON THESE DATES BETWEEN

8:30AM TO 12:00PM

**Utility Partners, LLC**

127 South Main Street

Pittsfield, NH 03263

Phone: 603.435.8857

[bill.gilpatric@utilitypartnersllc.com](mailto:bill.gilpatric@utilitypartnersllc.com)