



STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

64

October 11, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into grant agreements without further approval and waive MOP 150, V, A, 6, using the terms and conditions (template attached) in an amount not to exceed \$3,200,000, in Coronavirus Aid, Relief and Economic Security (CARES) Act Funding for the Food Distribution Storage and Site Improvement Program to make awards to eligible New Hampshire food pantries, kitchens and other providers that are either registered as partner agencies of the New Hampshire Food Bank, registered with the Charitable Trusts Unit, or are owned or managed by a municipality for expenses incurred through December 31, 2021 within the State of New Hampshire, effective upon approval of the Governor and Council through June 30, 2022. Funding Source: 100% Federal Funds.

Funds for this program are available as follows:

01-02-002-020210 - Governor's Office for Emergency Relief and Recovery,
19110000 Office of the Director

072-500575 - Grants Federal

FY2022
\$3,200,000

EXPLANATION

The Food Distribution Storage and Site Improvement Program is intended to help improve food distribution storage and site infrastructure, including refrigerated and non-refrigerated vehicles and fixed site refrigerated and non-refrigerated storage facilities. Additionally, the program will provide support for nonprofit entities registered as a partner with the Food Bank for the increased cost of food distribution to the agency.

GOFERR will accept grant applications into November 2021 and make awards for expenses and cost increases in accordance with the terms and conditions in the attached template. The terms and conditions will be part of the application that must be submitted by an entity for an award in this program and will become the grant agreement when an award is approved by GOFERR.

Up to \$2,200,000 million will be used to reimburse expenses incurred by New Hampshire food pantries, soup kitchens, and other providers that are either registered as partner agencies of the New Hampshire Food Bank, registered with the Charitable Trusts Unit, or are owned or managed by a municipality to improve food distribution storage and site infrastructure, including refrigerated and non-refrigerated vehicles and as well as fixed site refrigerated and non-refrigerated storage facilities. Improvements must be completed or expenditures incurred by December 31, 2021.

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October 12, 2021
Page 2 of 2

Up to \$1,000,000 will be used for grants to food distribution agencies – New Hampshire non-profit entities registered as a partner with the Food Bank – for the increased cost of food distribution based on the increased number of pounds of food distributed to the agency by the Food Bank prior to December 31, 2021.

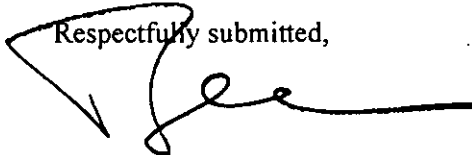
The pandemic stressed New Hampshire's food supply chains and at the same time increased food insecurity with job losses and the closure of public schools. The number of families seeking food from New Hampshire's food distribution network nearly tripled during the COVID-19 pandemic. In 2020, more than 17.7 million pounds of food was distributed.

Partner agencies registered with the New Hampshire Food Bank, and others registered with the Charitable Trusts Unit or managed by a municipality, are the primary means of distributing food across the state. Among other things, partner agencies must provide adequate transportation to pick up food from Food Bank distribution sites and meet local and state health department requirements safe storage of the food until it is used or distributed to individuals and households.

This program will help improve their food storage capacity to meet the increased demand as a result of COVID-19 and help offset some of the increased costs associated with food distribution to those in need.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Taylor Caswell,
Executive Director, GOFERR

Agreement and Certification

Record Retention:

If an award is made as a result of this Application, the Applicant/Awardee is required to retain all records pertaining to matters covered by this Application and any resulting award, including, but not limited to, all expense records for 5 years from December 31, 2021. Any award resulting from this Application may be subject to Governor's Office for Emergency Relief and Recovery (GOFERR) (hereinafter "State") or federal audit requirements. For the period from the date of the grant award and for five (5) years thereafter, at any time during the normal business hours of the Applicant/Awardee, and as often as the State, or federal auditors, shall demand, the Applicant/Awardee shall make available to the State or federal auditors all records pertaining to matters covered by this Application and any resulting award. The Applicant/Awardee shall permit the State, or federal auditors, to audit, examine, and reproduce such records, and to make audits of all records, including, but not limited to, all income received, contracts, invoices, materials, payrolls, records of personnel, and other information pertaining to all matters covered by this Application and any resulting award.

Binding Contract:

The Applicant/Awardee understands, agrees and accepts that, while there is no legal obligation for the State to make an award to Applicant/Awardee based on this Application, this Application will be used to determine the eligibility of the Applicant/Awardee for an award that will be paid based on a reimbursement basis for approved expenses that are incurred, as defined by the United States Treasury Guidance related to the Coronavirus Relief Funds, prior to December 31, 2021. The Applicant/Awardee understands, agrees and accepts that this Application, and the terms contained herein, any requirements in the Program Description and any Frequently Ask Questions about this program posted on the GOFERR website, and any requirements in the notice of award, will become a binding contract if the determination is made to provide the Applicant/Awardee with an award in any amount.

Public Disclosure Notification:

The business names and addresses of all Applicants, and the amount of every award made to all Applicants/Awardees, will be public information, subject to disclosure, and may be posted on the GOFERR website. GOFERR will assert that any information obtained through this application, other than business names and addresses, and award amounts, is confidential financial information that is exempt from disclosure under RSA 91-A:5, IV, unless ordered to disclose such information by a court of competent jurisdiction.

Certification:

The Applicant/Awardee hereby certifies that all information provided in this Application is true, complete, accurate, and up-to-date as of the date specified below. The Applicant/Awardee further certifies that there are no misrepresentations of information provided. The

Applicant/Awardee understands that it must immediately notify GOFERR in regards to any changes, corrections, or updates to the information provided.

Agreement to Electronic Signature:

By submitting this Application and checking the box for acceptance, the Applicant/Awardee understands, agrees and accepts use of its electronic signature as binding and final in accordance with all terms of RSA 294-E, the Uniform Electronic Transactions Act.