

**Select Board Meeting**  
**Tuesday, October 11<sup>th</sup>, 2022, 6:45 p.m.**  
**Nowak Room, Town Offices**  
**10 Front Street, Exeter NH 03833**

1. Call Meeting to Order
2. Non Public Session – RSA 91-a:3 2 a
3. Bid Award: Fire Department Ambulance
4. Public Comment
5. Proclamations/Recognitions
  - a. Proclamations/Recognitions – Community Media Day
6. Approval of Minutes
  - a. Regular Meeting: September 26<sup>th</sup>, 2022
7. Appointments
8. Discussion/Action Items
  - a. Fire Department Updates – Eric Wilking, Fire Chief
  - b. Solar Array Update – Dave Sharples, Town Planner
  - c. ARPA Update – Melissa Roy, Assistant Town Manager
  - d. Polling Pads Funding – Russ Dean, Town Manager
  - e. Riverwoods Tax Agreement
  - f. Grant Acceptance: NHDES Watershed Assistance Grant, BMP Site Development, WISE Advanced Septic Program
  - g. Swasey Parkway Update
9. Regular Business
  - a. Tax Abatements, Veterans Credits & Exemptions
  - b. Permits & Approvals
  - c. Town Manager’s Report
  - d. Select Board Committee Reports
  - e. Correspondence
10. Review Board Calendar
11. Non-Public Session
12. Adjournment

Niko Papakonstantis, Chair  
Select Board

Posted: 10/7/22 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE



**Bid Award: Fire Department Ambulance**







# EXETER FIRE DEPARTMENT

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*Advanced Life Support / EMS - Fire Suppression - Health Department - Emergency Management*

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## INTEROFFICE MEMORANDUM

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**TO:** RUSS DEAN, TOWN MANAGER  
**FROM:** ERIC WILKING, CHIEF OF DEPARTMENT  
**SUBJECT:** AMBULANCE 1 REPLACEMENT  
**DATE:** 10/6/2022  
**CC** SELECTBOARD

Russ,

After thorough review of all proposals, it is my recommendation to purchase a Wheeled Coach ambulance from Greenwood Emergency Vehicles.

A quick summary of the process... An RFP was created using previous successful ambulance purchases as a guide. The RFP was sent via email and USPS to four apparatus dealers representing eight vehicle manufacturers on June 30 with a submission deadline of August 19, 2022.

We received four proposals:

Pro-Vehicle Corp for an AEV ambulance - \$259,654.00

Greenwood Emergency Vehicle for a Wheeled Coach ambulance - \$283,945.76

Sugarloaf Ambulance and Rescue Vehicles for a PL Custom ambulance - \$284,684.71

Bulldog Fire Apparatus for an Osage ambulance - \$306,674.00

We currently own a 2016 AEV ambulance from Pro-Vehicle Corp. While they are the lowest cost proposal, the ambulance is small, both in the patient compartment and compartmentation, and we find it impossible to carry all necessary equipment. Additionally, we find the durability and quality of workmanship to be of lower quality as compared to the PL Custom purchased in 2019. Pro-Vehicle Corp. also included a letter in the proposal describing delivery and pricing. **“AEV is unable to guarantee chassis manufacturer pricing at this time. The manufacturer pricing is beyond our control and the chassis price quote may change once they become available. At this time, we are quoting a two-year lead time.”**

We also currently own a PL Custom ambulance from Sugarloaf Ambulance & Rescue Vehicles. Sugarloaf Ambulance has delivered quality ambulances to Exeter for years, and has always provided reliable service.

Our reasons for recommending the purchase of a Wheeled Coach ambulance from Greenwood Emergency Vehicles include:

Our positive sales and service history with Greenwood EV, including our last three fire engine purchases in 2010, 2018 and most recently the Spring of 2022.

*“A Tradition of Service”*

Greenwood EV provided a proposal that met all of our requests and specifications, and after review, is the second lowest cost proposal.

Greenwood EV took the time to come to Exeter, inspect the ambulance we may offer in trade, and discuss the design features that closely match our existing ambulances for consistency.

Greenwood EV matches the longest warranty period of all proposals: 20-year warranty on structural elements and the body, 7 yrs. - 70,000 miles on the electrical system, ambulance conversion, and paint, and includes Ford Motors 5-year, 60,000-mile engine and drive train warranty on the chassis.

**The Wheeled Coach ambulance offered by Greenwood EV provides the 2nd largest interior work space, and tallest headroom at 74" while providing patient care during transport to the hospital. Additionally, the Wheeled Coach ambulance offers the most headroom while seated at 41½" as compared to 36¾".**

**We ask our ambulances to carry a lot of necessary equipment, including an infant safety seat, ballistic vests and helmets, automated CPR devices, and self-contained breathing apparatus for the two paramedics or AEMTs assigned to the ambulance, just to name a few.**

**The Wheeled Coach ambulance offers the largest exterior compartmentation @ 113¼ feet<sup>3</sup> and interior compartmentation @ 43½ feet<sup>3</sup>**

Greenwood EV offered the 2<sup>nd</sup> highest trade value for our 2016 AEV ambulance, \$8,000 and included an additional \$6,000 discount if we decide to finance and pre-pay before delivery.

Greenwood EV's facility in Brunswick, ME is the closest service facility at 90 miles from Exeter. Sugarloaf Ambulance is 133 miles, and Pro-Vehicle Corp is 135 miles.

Lastly, and certainly one of the most important elements of my decision includes the build/delivery time. Both Sugarloaf Ambulance and Pro-Vehicle Corp. have included a 2024 Ford chassis and are unable to guarantee Ford Motor chassis pricing at this time. Sugarloaf Ambulance has included a \$10,000 contingency to cover anticipated cost increases in the chassis.

Greenwood EV has secured a place in production for our ambulance by removing one of their "spec" ambulances and replacing it with ours. Their bid price of \$283,945.76 after trade and pre-payment discounts, does not include contingencies or subject to change depending on pricing. It is the final delivered price.

We anticipate an ambulance ordered in October 2022, to be delivered in the spring of 2024, a full 6 months to a year sooner than any other proposal. While no one can accurately predict global markets or supply chain delays, purchasing a Wheeled Coach ambulance from Greenwood Emergency Vehicles, gives Exeter the greatest chance of seeing delivery in early 2024.

I look forward to discussing the purchase in more detail at the October 11, 2022 select board meeting,  
Eric

## Proclamations/Recognitions





*Town of Exeter, New Hampshire*  
*A Proclamation*

**Community Media Day Resolution**  
**October 20, 2022**

*Whereas,* The sharing of ideas and information helps to build common understanding and common values, and is critical for the healthy functioning of a diverse community;

*And Whereas,* Community media organizations provide people with the skills, equipment and facilities necessary for the creation and sharing of stories, knowledge, and ideas through media;

*And Whereas,* Community media is an important resource for participating in local democratic policy and processes, and keeps local government transparent and accessible;

*And Whereas,* People will benefit from an increased awareness of the diverse and valuable programming on public, education, and government access channels or digital platforms;

*And Whereas,* Exeter TV plays a vital role in the building our community by encouraging conversations about our common interests, increasing discourse around policy issues, fostering an understanding of local cultures, and sharing information to improve our lives;

*Now, therefore,* I, Niko Papakonstantis, Select Board Chair of the Town of Exeter, do hereby proclaim October 20, 2022 as Community Media Day within the Town of Exeter, NH. All people are hereby called upon to promote the importance of community media, the availability of the public access channel to be used by the public, and programming available on Exeter TV's broadcast channels 13, 22, and 98 as well as its many digital platforms.

*In witness whereof,* I have hereunto set my hand and caused the Seal of the Town of Exeter to be affixed this 11<sup>th</sup> day of October of the year of our Lord Two Thousand and Twenty-Two.

\_\_\_\_\_  
Niko Papakonstantis,  
Select Board Chair, Exeter, NH





## Minutes





Select Board Meeting  
Monday September 26, 2022  
6:50 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Julie Gilman, Molly Cowan, Niko Papakonstantis, Lovey Roundtree Oliff, Nancy Belanger, Town Manager Russ Dean, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:50 PM. The Board went down to the Wheelwright Room to conduct an interview.

2. Board Interviews

a. Jared "Pat" Curtis for Trustees of Trust Funds

The Board reconvened in the Nowak Room at 7:02 PM. Ms. Oliff arrived at this time.

Mr. Papakonstantis recognized Bill Jordan's PEA class, which was present in the Nowak Room. Mr. Jordan spoke briefly about their attendance.

3. Bid Award: Squamscott River Sewer Siphons Construction Administration

**MOTION:** Ms. Belanger moved to enter into an agreement with Wright-Pierce for construction phase engineering services for the Squamscott River Sewer Siphons upgrade in the amount of \$274,000. Ms. Gilman seconded. The motion passed 5-0.

4. Public Comment

a. There was no public comment at this meeting.

5. Proclamations/Recognitions

a. There were no proclamations or recognitions at this meeting.

6. Approval of Minutes

a. Regular Meeting: September 19, 2022

**MOTION:** Ms. Belanger moved to approve the minutes of September 19, 2022 as presented. Ms. Gilman seconded. The motion passed 5-0.

7. Appointments

a. Budget Recommendations Committee

**MOTION:** Ms. Belanger moved to approve Chris Newport for the Budget Recommendations Committee for 2022. Ms. Gilman seconded. The motion passed 5-0.

b. Arts and Culture Commission

**MOTION:** Ms. Belanger moved to appoint Florence Ruffner as a full voting member of the Arts & Culture Commission, term to expire in April 2025. Ms. Oliff seconded. The motion passed 5-0.

c. Trustees of the Trust Fund

Mr. Papakonstantis said Corey Stevens was elected to the Trustees of the Trust Fund, but became our Finance Director, so he had to resign. The Select Board will appoint Jared "Pat" Curtis to serve out the vacant term.

**MOTION:** Ms. Belanger moved to appoint Jared "Pat" Curtis to the open Trustees spot with term expiring March 2025. Ms. Gilman seconded. The motion passed 5-0.

8. Discussion/Action Items

a. Poll Pads

Mr. Papakonstantis said at the last meeting, we heard about the need to purchase Poll Pads to expedite voting. It was recommended that we purchase them for the March 2023 election, as the town election has fewer voters than Presidential or Federal elections, and it would give staff and residents time to learn how the devices work. There was a question of funding. The cost of 10 polling pads is \$19,400. The Town Manager recommended using ARPA funds, but the Board has laid out how we want to use those funds. Poll Pads should be a line item in the budget. We will revisit this issue on Oct 11 to allow the Town Manager time to find money in the 2022 budget.

b. Solar Array Update

Town Planner Dave Sharples and Dan Weeks of Revision Energy gave an update on the solar array proposal at the landfill opposite Cross Road. Mr. Sharples said that in 2019, the NH Legislature passed a bill allowing net metering up to 5 Megawatts [MW]. We put out an RFP in Oct 2020, and received some responses, including one from Revision Energy. We asked for a land lease option in the RFP, where we're only the landlord renting out the land. However, Revision also included the option for the town to be the owner of the system, and it proved to be an attractive alternative with more potential revenue. We decided to move forward with a \$3.62M proposal to own, and the voters approved a 1.3MW system 18 months ago.

When we created the estimates, we hadn't done an interconnection study with Unitil, which is an expensive study. The result of the study is that the interconnection would cost over \$600,000, but we had only budgeted \$125,000. One component is the "Direct Transfer Trip" cost of \$240,000 which could possibly be reduced. We're still discussing the costs with Unitil.

On Aug 16, 2022, the US President signed the Inflation Reduction Act which changed the whole situation. This bill provides an electricity investment credit of 30% on qualifying solar array projects, and we can meet those qualifications. There's a direct pay option on this, where they will cut the town a check when the system is up and running.

We asked Revision to prepare a cash flow summary for a 1.77 MW system, as opposed to the 1.3 MW system originally presented to the voters. Both systems would be cashflow positive from year 1. By Year 25, the end of



warranty, the 1.3MW system would be \$2,968,050 cash positive, while the 1.77 MW system would be \$3,845,124 cash positive. These numbers are based on the assumption that utility costs are going to go up 2.5 percent annually, and the estimate of Renewable Energy Credits [RECs] at \$35 each. As of today, RECs are selling at \$40 in the Massachusetts market, which we can access. There's not a robust market in NH. The Inflation Reduction Act could affect REC prices, but we don't know. We recommend hiring a third party review on Revision's numbers.

We can't do the 1.77 MW system without voter approval, but we can do the 1.3 MW system without it, and it would be over \$1M cheaper with the new tax credit. We would like to review and negotiate a contract with Revision Energy for the 1.3 MW system, but also explore a warrant article to increase the bonding authority to pay for the 1.77 MW system. The 1.77 MW system would get us \$30,000 more from the tax credit than if we build the 1.3 MW system.

Ms. Cowan asked Mr. Sharples to explain net metering. Mr. Sharples said when you have a project that generates electricity, you have to assign accounts that will be credited for the electricity generated. You have to have enough users to exceed that in order to get the full credit. This will offset about 92% of our costs. Then you get a credit on your bill. Once a year you can ask Unutil for a check. Mr. Weeks said that net metering is the mechanism in NH and other states by which customers can be generators of power. Net metering allows smaller systems to not account for the power generated, up to 100 KW. We can sell their power directly to the grid.

Ms. Gilman asked about Community Power Aggregation. Mr. Weeks said it's related but on a separate track.

Mr. Weeks said the signing of the Inflation Reduction Act is a game changer, and there is now an opportunity to provide better financial value and environmental impact. To build on a landfill is a 6-8 month permitting process. Between now and Town meeting, we could get down the road toward obtaining those permits and finalizing the scope of environmental measures. We could build the system over the course of next year. Going under contract would be the most straightforward way to continue this work, or we could renew the Letter of Intent. If the Board was committed to the larger size, there's the possibility to explore construction financing to move forward with the full system prior to getting the credit. The larger size would offset nearly 100% of the town's energy demand.

Mr. Sharples said Revision Energy is willing to finance the difference between the 1.3 MW and the 1.77 MW contingent upon receiving the credit to pay them back, but this could impact our ability to get the credit. The cleaner option would be to sign a contract for the 1.3 MW system and put up a warrant article for the 1.7 MW. The design and permitting process is lengthy enough that we could upgrade our plans later, following voter approval.

c. Drought Update

Jennifer Perry, the DPW Director, gave an update on the drought. Since her last update 2 months ago, water resources have degraded to a severe drought condition, even though we're getting some rainfall. We're not ready to remove the level 4 restriction. Even though Exeter River Flow is back to normal for this time of year, that's only in the last week. Groundwater continues to be at a record-setting low in this region. We're still in a 5" rainfall deficit for the year. We need to give it time to make sure that the weather pattern has changed and we're restoring our groundwater. The three month precipitation outlook is an equal chance of more or less rain, while the temperature outlook is continuing to be high. It's possible that DES will take us out of "severe drought" in the next week or two, but they're urging caution because of groundwater conditions.

Mr. Papakonstantis asked Ms. Perry to explain the effect of snow on groundwater. Ms. Perry said the groundwater supply is best recharged when the ground is not frozen. If the ground is frozen, precipitation will freeze or run off into the river. Not until spring will we see a recharge of groundwater. Once the ground freezes, the drought conditions will stay in the same status through spring, but winter is not a time that's critical for consumers on outside watering.

d. FY23 Preliminary Budget

Mr. Papakonstantis briefly explained the town budget process for the PEA students present.

Mr. Dean presented a draft budget for 2023. It has a \$21,404,372 starting point, a 3.65% increase over the adjusted budget from 2022, which was \$20,650,723. This year's budget is impacted by inflation. Three collective bargaining agreements are coming into full year funding: Public Works, Police, and Fire. The Select Board budget is up 1.6%. The Town Manager budget is at \$263,743, an increase of \$7,360. Human Resources is at \$180,343, an increase of \$22,507 or 14.62%. They have an additional personnel request, for a part time HR Assistant to support that office, at a cost of \$7,777. Tax Collection has an increase, which includes \$35 for Conference/Rooms/Meals and \$1,500 more for postage. The Police budget has an increase of 4.39%, which reflects the full time funding of 29 personnel. The Second Lieutenant position is in its first full year, and there's a new collective bargaining agreement. Parks is down 12%, primarily due to changes in benefits. Benefits and Taxes is up because we budget the Health Insurance program in that budget; when we get the rate, it's re-allocated to the Departments.

There are three proposed Bond Articles: a new Police Station with Fire Substation, the Westside Drive Reconstruction, and the Intersection Improvements program. There is one warrant article for non Fund Balance, Linden Street Bridge repairs, for which we're expecting \$300,000 in bridge aid from the State. Warrant articles proposed to come from fund balance include a study of downtown traffic parking and pedestrian flow analysis, the Conservation Fund appropriation, Public Works Facility Planning, the Parks Improvement Fund appropriation of \$100,000, the creation of a capital reserve fund for ADA



improvements, the Fire Inspector vehicle replacement at \$49,313, and the Public Works Highway Department Truck Replacement at \$53,500. Total of those is \$377,871. There are also a number of deferrals. The recommendation is to fund the \$377,871 from Fund Balance. We currently have a \$7M fund balance.

Mr. Papakonstantis asked if projected revenue is down, but Mr. Dean said no, our revenue streams are pretty consistent.

Mr. Dean said the Water Fund is up 9.06%, due to increases in water treatment, chemicals, and electricity. The Sewer fund is up 0.66%, mostly due to fixed costs, chemicals, and electricity. There are payments on the groundwater exploration project and the Westside Drive engineering. There's a reduction in Sewer debt service. Sewer Treatment is a big issue, with building maintenance for the Wastewater Treatment Plant, outfall dredging, industrial pre-treatment, lab testing, and chemicals all up.

Mr. Papakonstantis said Mr. Dean will go through the budget closely with the BRC Wednesday night. He suggested the Board attend with any questions after reviewing the budget.

#### 9. Regular Business

##### a. Tax Abatements, Veterans Credits and Exemptions

- i. There were no tax abatements or exemptions considered at this meeting.

##### b. Permits & Approvals

- i. There were no permits or approvals considered at this meeting.

##### c. Town Manager's Report

- i. Mr. Dean said he was in Columbus for the ICMA Conference and did not have a further report. At the meeting, he heard good information on Public Safety Facilities.

##### d. Select Board Committee Reports

- i. Ms. Belanger had a Planning Board meeting where they heard one application, on subdividing a 57.23 acre parcel on Hampton Falls Road. The Rose Farm project was looking for an extension for another year, since the State approvals are taking some time. There will be a Master Plan meeting with RPC on Thursday morning. She mentioned that she will miss the next four Conservation Commission meetings due to timing of voting and Select Board meetings.
- ii. Ms. Gilman had an Energy Committee meeting, but she said that Mr. Sharples already gave that update. The Electric Vehicle event on Sunday was well-attended. The Heritage Commission had a work session about different projects.
- iii. Ms. Cowan had no report.
- iv. Ms. Oliff had no report.

- v. Mr. Papakonstantis attended the Swasey Park Trustee meeting, where they continued the "no dog" signage conversation. He talked to the Police Department about patrolling Swasey Park and whether they would enforce the no dogs policy. They will have a site walk at the next meeting. In November, they will open bidding for work on the Parkway. There was public comment asking for an update on Swasey Park closing, and we walked him through what's happened since voting. Attorney Mitchell has a meeting tomorrow.

- e. Correspondence

- i. There was no correspondence reviewed at this meeting.

10. Review Board Calendar

- a. The next meetings are Tuesday October 11 and Monday October 24th.

11. Non-Public Session

- a. There was no non-public session at this meeting.

12. Other business

The Board encouraged the PEA students to volunteer with the town or at the voting sessions. Ms. Gilman said the Energy Committee has had a student liaison in the past, but the position is vacant. This role could be served by two people.

13. Adjournment

**MOTION:** Ms. Belanger moved to adjourn. Ms. Oliff seconded. The motion passed 5-0 and the meeting was adjourned at 8:34 PM.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## Appointments







Russ Dean &lt;rdean@exeternh.gov&gt;

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**Fwd: Resignation/Trustee of the Trust**

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Andie Kohler <akohler@exeternh.gov>  
To: Russ Dean <rdean@exeternh.gov>

Fri, Sep 30, 2022 at 8:11 AM

I received this in my email this morning. I wasn't sure if you needed a copy.

**Thanks**  
**Andie**

**Andrea J. Kohler, CTC, CMC**  
**Exeter Town Clerk**  
10 Front Street  
Exeter, NH 03833

**Phone: 603-773-6105**  
**Fax: 603-418-6424**  
**Email: akohler@exeternh.gov**

----- Forwarded message -----

From: **KATHLEEN S MACDOUGALL** <kp\_macdougall@comcast.net>  
Date: Fri, Sep 30, 2022 at 7:33 AM  
Subject: Resignation/Trustee of the Trust  
To: akohler@exeternh.gov <akohler@exeternh.gov>

Good morning Andrea,

I am writing to resign my position as Trustee of the Trust. I am sorry to have to do this, but my career has taken a different path requiring more time, energy, and travel.

Peter Lennon has such enthusiasm for the position that I think it is unfair to burden him with someone who lacks that same level of commitment. I will only hold him back from what he wants to accomplish.

It is my hope that you will be able to find someone who will be more available to serve effectively in this position.

Please let me know if you need something more formal than this resignation email.

Thank you,

Kathleen S MacDougall  
8 Leary Court  
Exeter, NH 03833  
603.303.1833



## Fire Department Updates





# EXETER FIRE DEPARTMENT

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## INTEROFFICE MEMORANDUM

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**TO:** RUSS DEAN, TOWN MANAGER  
**FROM:** ERIC WILKING, CHIEF OF DEPARTMENT  
**SUBJECT:** FIRE DEPARTMENT ANNUAL UPDATE  
**DATE:** OCTOBER 7, 2022  
**CC** SELECT BOARD

Russ,

I am pleased to present this memo and discuss the overall fire department operations as we enter the final quarter of 2022. Overall the fire department is in good shape. It has been an interesting year, with post pandemic supply chain and delivery issues, budget concerns due to inflation, especially for turnout gear and equipment, and personnel issues have dominated most of 2022.

We entered 2022 with a hope to return to a “new normal.” We carried one vacancy from late 2021 into 2022, as Lt. Jason Greene retired in the fall and we were not able to find a suitable candidate during a hiring process until February 4, 2022. The trend of personnel changes continued into 2022. FF/AEMT Paul Stevens retired after 21 years with the Exeter Fire Department in January, and three additional members resigned between February 11 and March 16 to take positions with other communities.

To make matters more interesting, we sought two additional firefighter positions during the FY22 budget process bring personnel on each shift to seven, and they were approved at the March town meeting. We worked tirelessly all summer to fill vacancies. During the late summer and fall, two more members resigned bringing the total of retirements and resignations in 2022 to six.

I am happy to report that as of October 17, 2022 we will at full strength with all vacancies and new approved positions filled. I would like to take a minute here and officially welcome aboard:

Firefighter/AEMT William Page from Newmarket  
Firefighter/EMT Nicholas Colonna from Kingston  
Firefighter/Paramedic Kylee Haas from Springfield, VT  
Firefighter/AEMT Troy Wise from Seabrook  
Firefighter/Paramedic Cody Bilodeau from Newmarket  
Firefighter/AEMT Joh Lebel from Kensington  
Firefighter/Paramedic Wes Bartlett from Exeter  
Firefighter/EMT Chris Hamel from Kensington



We are still awaiting delivery of many items approved at the March Town Meeting.

- The new E-One Engine was ordered and has an anticipated delivery date of July 2023.
- The Ford F-250 pick-up was ordered with an anticipated **build** date of November 28, 2022. We are hopeful it will be delivered to MacFarland Ford and Exeter before the end of 2022.
- The Self-Contained Breathing Apparatus (SCBA) approved are expected by the end of November. Fit testing and training on the new units will continue into December.
- The new Holmatro Vehicle Extrication tool was finally delivered on September 29
- The new ambulance stretcher PowerLoad systems ordered in May with GOFFER grant funds arrived on September 30 and have been recently installed in both ambulances.
- The RFP for a replacement ambulance has been reviewed and the forecasted delivery of a new ambulance is 1<sup>st</sup> quarter 2024.

These equipment delivery bullets highlight what has become a systemic problem with safety equipment and gear deliveries. It has become more important than ever that creating and maintaining positive relationships with vendors, to be able to lean heavily on them when we need necessary equipment, will be more important than ever during FY23. While we all want the best service or equipment, and the very best price for our community and our taxpayers, going low-bid may not always be the best option if it means severing long standing relationships that often move our orders to the top of the list and shorten delivery times.

An example of the budgeting challenges... during the FY22 budget process we anticipated needing seven sets of turnout gear. With 8 new hires in 2022 we ended up requiring 12 sets of gear to protect our existing staff and provide for the new hires. The cost of the gear in 2021 was \$2,636 for each set (coat and pants). The cost in FY22 is \$3,264 or a 24% increase. In the coming weeks you will hear repeatedly from each department manager the reasons for budget increases. I know I'm just one of them, but the need is real, and very little is within our control.

As I stated in the opening paragraph, overall the fire department, health department, and the division of emergency management is in good shape and positioned well to move into 2023.

We recently had significant diesel engine work done to our 2010 E-ONE engine. \$16,000 was needed to replace the turbo and other engine repair items to return the truck to service. All fire apparatus has been inspected, pumps and hose tested, and our fleet is in service today.

### **Statistics: January 1 – August 31**

Fire related calls and service calls are down to 990 from 1326 in 2021, primarily due no longer maintaining a fire alarm system, and fewer line related false alarms.

EMS/medical calls have increased to 1400 from 1211 in 2021, and billable transports are up to 958 from 712. The increase is most likely due to many residents feeling far more comfortable going to a hospital when not feeling well. Many did not want to be transported during COVID.

The increase in billable transports will translate later into increased revenue once Comstar our billing company invoices the appropriate insurance provider.

Fire Inspections completed are at 399, down slightly from 464 in 2021, but 2021 was a catch-up year after postponing many inspections in 2020 due to COVID.

**Revenue: January 1 – August 31**

Fire - \$1,410 down from \$1,500

Health - \$17,975 up from \$15,775

EMS - \$554,643 up from \$547,271

Emergency Management –

\$87,754 – Recently approved by FEMA for COVID related expenses

\$23,976 – Reimbursement for Seabrook Station related expenses

\$13,300 – EMPG grant to pay for Safety Complex security upgrades (pending G & C approval)

\$50,000 – GOFFER grant to purchase (2) ambulance stretcher PowerLoad systems.

**Public Safety Complex/Fire Substation:**

We remain engaged weekly with LBA, Chief Poulin, Dave Sharples, other town leaders, and committees. We are working towards the creation of an FAQ factsheet that can be distributed and posted on the website. Additionally, the idea of an “Open House” at the 20 Court Street facility may prove beneficial and allow many to see with their own eyes the current conditions, ask questions, and get to know the firefighters and police officers.

I look forward to answering any questions and listening to comments you may have.

Respectfully,  
Eric Wilking  
Fire Chief





## Solar Array Update





# TOWN OF EXETER

## *Planning and Building Department*

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

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**Date:** October 7, 2022  
**To:** Russell Dean, Town Manager  
**From:** Dave Sharples, Town Planner  
**Re:** Solar Array at Cross Rd Landfill

I am writing this memorandum to provide an update on the status of the solar array project at the Cross Rd landfill. I appeared before the Select Board at their September 26<sup>th</sup> meeting and my memorandum from that meeting is enclosed that explains the history and next steps.

In my prior memorandum, I explained that I would pursue two pathways, one was to negotiate a contract for a smaller system for a price within our current bonding authority of \$3,617,629 and potentially return to the Select Board with a contract for the system. The second pathway was to explore a potential warrant article to bring back to the voters to construct a 1.77MW system which fully utilizes the landfill site.

I have concluded that the town should not move forward with a contract for a smaller system at this time due to a variety of concerns that include return on investment, interconnection costs, and site preparation costs.

I do not believe the project should be abandoned at this time and we should continue to pursue a viable solar project at the landfill. As described in my prior memorandum, the interconnection costs came in well above what ReVision had carried in their budget. And during the time the interconnection was being completed, the price of labor and materials rose sharply. However, a 30% Investment Tax Credit (ITC) in the Inflation Reduction Act passed in August. While the ITC did not make the smaller system attractive, it does make the construction of the larger 1.77MW solar array that was first contemplated worth further pursuit.

Unless there is an objection, I would like to continue to work with ReVision on refining the numbers for the larger 1.77MW system and return to the Select Board with a proposed warrant article to bring before the voters in March. ReVision has agreed to immediately initiate the civil and environmental engineering and permitting process to obtain a firmer estimate of site preparation costs from NHDES and interconnection costs from Unitil. This will give us a better idea of what the total cost of the system to potentially bring before the voters.

Thank You.

enc (1)





# TOWN OF EXETER

## Planning and Building Department

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---

**Date:** September 23, 2022  
**To:** Russell Dean, Town Manager  
**From:** Dave Sharples, Town Planner  
**Re:** Solar Array at Cross Rd Landfill

I am writing this memorandum to provide an update on the status of the solar array project at the Cross Rd landfill. I will provide the history of the project followed by a discussion on potential next steps.

### History

In 2016, I started exploring the feasibility of a solar array at the Cross Rd landfill. I engaged in discussions with several solar developers to get an understanding of the viability of such a project. At that time, the net metering rules were capped at 1 Megawatt (MW), and the landfill site could accommodate at least a 1.7 MW project. At the time there were bills in the NH Legislature proposed to increase the 1 MW cap to 5 MW. In 2019, a bill did pass allowing the increase.

With the newly adopted bill that made the project worth exploring, the Town issued a Request for Proposals (RFP) in October 2020, and received two responses. One of the responses was from ReVision Energy, a local solar company based out of Brentwood, NH. Their response included two options, one to lease the site to a solar developer and the other for the town to own the solar array. Staff, the Energy Committee, the Sustainability Advisory Committee and the Select Board all vetted the two options. The Select Board ultimately chose to place a warrant article on the 2021 Warrant for \$3,617,629 to construct up to a 1.77 MW solar array at the landfill, the ownership of which would remain with the Town.

The article was passed by the voters in March 2021 and I continued working with ReVision Energy as they had already submitted a pre-application to Unitil for an interconnection study. The following timeline of events after the warrant article was passed is as follows:

- **Mid-March 2021 to July 1, 2021:** Worked with ReVision to get a mutually agreeable Letter of Intent to move forward with the solar array project.
- **July 2, 2021:** Town entered into a Letter of Intent (LOI) with ReVision Energy. As part of the LOI, it was ReVision Energy's responsibility to file an interconnection Impact Study to understand what Unitil would require to connect the solar array to their transmission system.
- **July 2022 – September 2022:** ReVision prepared the Impact Study application.



- **September 23, 2021:** I signed the Impact Study application on behalf of the Town.
- **November 1, 2021:** I signed the Impact Study agreement between the Town and Unitil. The agreement included language that the Impact Study would be completed within 55 days from the day the agreement was signed.
- **November 11, 2021:** ReVision Energy submitted the Impact Study.
- **November 17, 2021:** The day Unitil determined that they had received a complete application, signed agreement and payment for the study. This is when the day the 55-day timeframe referenced in the agreement began.
- **January 4, 2022:** I sent an email to Unitil inquiring about the status of the Impact Study as it was 65 days after I signed the agreement. I was informed by Unitil that the 55 days was business days and that the Impact Study had been placed "on hold" on December 1, 2020 until January 4, 2022. I was unaware of this "hold" but worked with ReVision to address it immediately. Unitil informed me that the study would likely be done February/March 2022.
- **April 15, 2022:** Received an email from Unitil with estimates for the upgrades needed at the site to accommodate the interconnection of the solar array. The estimate was \$641,451. ReVision had budgeted \$100,000 for upgrades included in their turnkey price of \$3,617,649, well short of what was needed.
- **April 15, 2022:** In the same email Unitil sent with the cost estimate, they discussed the possibility about further study. The Town and ReVision discussed it but felt it wasn't worth pursuing at that point until we received and reviewed the Impact Study.
- **June 9, 2022:** The Town received the Impact Study from Unitil, approximately 8 months after submission.
- **June 2022 – July 2022:** ReVision and the Town reviewed the Impact Study and requested a meeting with Unitil to ask questions about the requirements. A meeting was set up for July 28, 2022 but Unitil cancelled at the last minute. It took some time to reschedule.
- **August 16, 2022:** The US President signed the Inflation Reduction Act (IRA). A part of the IRA adopted a Clean Electricity Investment Credit that would apply to our solar project. The percentage of the credit is 30% and includes interconnection costs. The specific tax credit amounts are shown in the enclosed cash flow sheets.
- **August 23, 2022:** Unitil, ReVision Energy and I participated on a call and discussed the study and interconnection requirements. We were mainly seeking information on the need for a Direct Transfer Trip (DTT). The DTT was unexpected by ReVision and its cost was estimated at \$243,829, representing almost 40% of the \$641,451 estimate. Unitil explained that a DDT was required but there was a possibility to avoid one if other locations were studied. We are in the process of exploring other options that may alleviate the need for a DDT. However, all analyses below assume that DDT will be required for interconnection and that cost is accounted for.
- **September 8, 2022:** I participated in a call with ReVision Energy to determine the next steps and review an updated estimate (enclosed) from ReVision on the



price of a 1.77MW system. The estimate for the project was well over what the voters approved in 2021.

- **September 8 – 23, 2022:** I worked with ReVision Energy to get a Cash Flow Projection and Summary sheet for a project that meets our current budget. I received this information today and is attached. As you will note, we are able to construct a 1.3MW system with the authorized funding.

### Next Steps

As you can see from the timeline above, the project has been moving forward, albeit slowly. Since the Town can only issue a bond twice a year and need to make that decision in either October or May, another deadline is fast approaching. In an effort to avoid another 6-month delay in the project, I am considering a dual approach.

I would like to review and negotiate a potential contract with ReVision Energy for the 1.3 MW system. As you will note from the cash flow and summary, the project cost falls within our spending authority granted by the voters in 2021. However, we anticipate receiving a \$1,084,389 credit through the IRA. Therefore, costing significantly less than the voters approved once the credit is received. This smaller system still meets the intent of the project as the assumptions show the project as cash flow positive from year one as we originally presented to the voters.

At the same time, I would like to explore proposing a warrant article to go before the voters in March to vote on authorizing the Town to increase our bonding authority by \$1,484,041 to a total of \$5,070,619. If such a warrant article makes it onto the ballot and is approved, it would allow us to construct the larger system of 1.77MW. The warrant article would request an additional \$1,452,990. However, the tax credit we would receive on the larger project is estimated to be \$1,484,041, thereby covering the entire amount with an additional \$31,051. In essence, the tax credit will completely offset the amount of the warrant article. The reason we need a warrant article is that we only have the authority to spend up to the amount approved in the 2021 warrant regardless if we receive a credit to offset the difference. While both are cash flow positive based upon ReVision's assumptions, the larger system yields a far greater return than the smaller system as shown in the attached cash flow projections.

I would respectfully request to be placed on the September 26, 2022 Select Board agenda to present this information to the Board. I am not seeking any votes or approval on anything at this point. I am only seeking their input on my proposed path forward. If they agree to move ahead, I will then engage a third party to review the cash flow and project summary sheets and negotiate with ReVision on the parameters of a potential contract. If all goes well, I would anticipate returning to the Board in the near future and ask for a vote to authorize you to enter into a contract.

Thank You.

enc (2)





## ARPA Update





# TOWN OF EXETER, NEW HAMPSHIRE

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## MEMORANDUM

**TO:** Russ Dean, Town Manager  
**FROM:** Melissa Roy, Assistant Town Manager/ HR Director  
**RE:** ARPA Project Funding Update and Project Discussion  
**DATE:** 10/7/2022

The Town of Exeter received 1.6 million in ARPA funding. To date, the Select Board has approved \$863,626 in ARPA funding, which can be viewed in Table 1 below. The balance of ARPA funding stands at \$736,374, which must be obligated by 2024 and spent by 2026. Table 2 lists various project ideas that Town Staff have provided as possible ARPA projects. We would like to have a discussion regarding the future use of this funding.

**Table 1: Approved ARPA Funding List**

<u>Project Name</u>	<u>Description</u>	<u>Department</u>	<u>Project Cost</u>	<u>Date Approved by Select Board</u>
Town Server Equipment & Support Purchase	Replacement Server Purchase: 3 Host Servers, SAN (Storage Area Network), Warranty Contracts & Licensing software necessary to use the servers. IT Audit Recommendation #8.	IT	\$52,800	8/8/2022
Aristotle Insight	Scans logs of information from devices noting such issues as security threats, device CPU usage, hardware reports, disk space and etc. \$14,200 includes a first-year setup fee, but ongoing yearly cost will be \$7,100 after the initial set up. IT Audit Recommendation #10.	IT	\$14,200	8/8/2022
ASCAP	System Penetration Testing: A 3rd Party is hired by the Town to try and infiltrate the network to show where weaknesses are in the system. IT Audit Recommendation #1b.	IT	\$390	8/8/2022
Backup DNS server	3 Host Servers, SAN (Storage Area Network), Warranty Contracts & Licensing software necessary to use the servers. IT Audit Recommendation #8.	IT	\$1,500	8/8/2022
PC replacement		IT	\$6,350	8/8/2022
Winter Street BMP		DPW	\$42,586	1/3/2022



Pick Pocket Dam		DPW	\$185,000	6/27/2022
Squamscott Sewer Siphons		DPW	\$420,000	3/14/2022
Re-Classification Study		HR	\$30,000	7/25/2022
People GIS/Maps Online Update		IT	\$4,800	6/27/2022
Great Bay Total Nitrogen General Permit	Offsets the proposed cost of Nitrogen Reduction to comply with our General Permit	DPW	\$99,600	8/8/2022
Munis Transition Team Funding	The Munis vendor, Tyler Technologies, offers Upgrade Management Assistance Program to aid customers through the upgrade process. Through the Program, the customer is assigned a Project Manager. The Project Manager's role is to keep the customer on track through the process to ensure that the customer is ready to upgrade at the go-live date	HR & Finance	\$6,400	8/8/2022
<b>Sub Total</b>			<b>\$863,626</b>	<b>as of 8/8/22</b>

**Table 2: Ideas For ARPA Funding**

Town Hall HVAC	DPW/ Maintenance	\$120,000
Town Office - 2nd Floor Office Creation Project	Town Managers Office	
Town Hall Chairs	Town Mangers Office	
Town Hall Sound & Lighting Update	Town Managers Office	
Swasey Parkway Turnaround Project & Gate	Town Manager	
Purchase a new Ambulance	Fire	
Police Department Tasers	Police	\$110,645
Planet Playground Purchase and Renovation	Parks and Recreation	
Re-Keying Town Hall Building	DPW/ Maintenance	
Election Polling Pads	Town Clerk	
Intersection Improvement Project	DPW	
10 Hampton Road Improvements	Parks and Recreation	

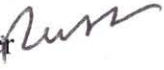




## Polling Pads Funding



**TOWN OF EXETER  
MEMORANDUM**

TO: Select Board  
FROM: Town Manager   
RE: Polling Pads  
DATE: October 11<sup>th</sup>, 2022

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Polling pads were discussed at the Board meeting of September 19<sup>th</sup>, 2022. The cost to purchase the pads is \$19,400.

At this time, I would recommend purchase of the pads. In reviewing the budget, there is an anticipated surplus in the Parks health insurance line due to vacancies. The budget year to date is \$46,813 budget versus \$13,152 spent. The anticipated surplus in this account will cover the cost of the polling pads.





## Riverwoods Tax Agreements





CELEBRATING OVER 35 YEARS OF SERVICE TO OUR CLIENTS

PLEASE RESPOND TO THE EXETER ADDRESS

LIZABETH M. MACDONALD  
JOHN J. RATIGAN  
DENISE A. POULOS  
ROBERT M. DEROSIER  
CHRISTOPHER L. BOLDT  
SHARON CUDDY SOMERS  
DOUGLAS M. MANSFIELD  
KATHERINE B. MILLER  
CHRISTOPHER T. HILSON  
HEIDI J. BARRETT-KITCHEN  
JUSTIN L. PASAY  
ERIC A. MAHER  
CHRISTOPHER D. HAWKINS  
VASILIOS "VAS" MANTHOS  
ELAINA L. HOEPPNER  
WILLIAM K. WARREN

RETIRED  
MICHAEL J. DONAHUE  
CHARLES F. TUCKER  
ROBERT D. CIANDELLA  
NICHOLAS R. AESCHLIMAN

October 7, 2022

Via e mail and regular mail [rdean@exeternh.gov](mailto:rdean@exeternh.gov)

Russ Dean, Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

**Re: Draft PILOT Agreement with RiverWoods**

Dear Russ:

Attached please find a draft PILOT agreement for 2022 regarding the three campuses of RiverWoods, namely, The Woods, The Ridge and The Boulders. Pursuant to our discussion, it is my understanding that this year, the Select Board will simply review this draft agreement at their next meeting and then advise us if there are any questions or comments and that it is not necessary for any RiverWoods representatives to attend the Select Board meeting. We are however happy to answer any questions which may come up.

Thank you for your attention to this matter and I look forward to hearing from you.

Very truly yours,

**DONAHUE TUCKER & CIANDELLA PLLC**

Sharon Cuddy Somers  
E-mail: [ssomers@DTClawyers.com](mailto:ssomers@DTClawyers.com)

SCS/mkg  
Enclosures

cc: Justine Vogel, Chief Executive Officer  
Oliver Woods, Chief Executive Officer

S:\RA-RL\RiverWoods Company\Property Tax\Correspondence\2022 10 07 Ltr to Town re Draft PILOT Agreement.doc

DONAHUE, TUCKER & CIANDELLA, PLLC  
16 Acadia Lane, P.O. Box 630, Exeter, NH 03833  
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801  
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253  
83 Clinton Street, Concord, NH 03301



*(The Woods, The Ridge, The Boulders)*

## **AGREEMENT**

NOW COMES the **Town of Exeter**, by and through its Select Board (hereinafter “Town”) and **The RiverWoods Company, at Exeter, New Hampshire** (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, 2022, RiverWoods will pay to the Town real estate taxes for land and buildings owned by RiverWoods and located at the three campuses known as The Woods, The Ridge and The Boulders which, collectively comprise The RiverWoods Company, at Exeter, New Hampshire (“the Land and Buildings”).
2. The real estate taxes will be calculated by multiplying the tax rate times the assessed value of the Land and Buildings owned by RiverWoods as follows:
  - A. the residential units will pay the full tax rate (state, municipal, county and school);
  - B. the buildings for health care residents will not pay any tax (state, municipal, county or school);
  - C. the remainder of Land and Buildings, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school); and
  - D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which is in current use, will pay taxes at the full state, municipal, county and school rate for current use property.
3. The parties to this Agreement recognize that those portions of the development that support both the buildings for health care residents and the residential units will be taxed on a pro rata basis.
4. This Agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.





IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF EXETER

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Niko Papakonstantis, Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Molly Cowan, Vice Chair

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Julie D. Gilman, Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Nancy Belanger, Select Board Member

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Lovey Roundtree Oliff, Select Board Member



IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE RIVERWOODS COMPANY,  
AT EXETER, NEW HAMPSHIRE

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Deborah Riddell, Executive Director



**Grant Acceptance: NHDES Watershed Assistance Grant**







# EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355

[www.exeternh.gov](http://www.exeternh.gov)

## MEMO

DATE: October 5, 2022

TO: Russell Dean, Town Manager

FROM: Paul Vlasich, P.E., Town Engineer

RE: Watershed Assistance Grant - \$45,000  
Water Integration for Squamscott-Exeter (WISE) Integrated Plan:  
Stormwater Designs, Advance Septic System, and Fertilizer Reduction

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The Town has committed to several tasks in conjunction with the Adaptive Management Plan for the Great Bay Total Nitrogen General Permit. This grant helps to fund some of these initiatives.

The total expected expenditure connected to the grant tasks is \$94,260 which includes some in-kind project management costs by the Town Engineer. A 2022 Watershed Assistance Grant has been approved by NHDES and EPA for \$45,000.

The Town will need the Select Board to accept the \$45,000 Watershed Assistance Grant and authorize the Town Manager to sign any documents relative to this grant.

The grant agreement is attached.



## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> PO Box 95 Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> Town of Exeter		<b>1.4. Grantee Address</b> 13 Newfields Road, Exeter, NH 03833	
<b>1.5. Grantee Phone #</b> (603) 773-6157	<b>1.6. Account Number</b> 03-44-442010-2035-072-500575	<b>1.7. Completion Date</b> 06/30/2023	<b>1.8. Grant Limitation</b> \$45,000
<b>1.9. Grant Officer for State Agency</b> Stephen Landry, Watershed Assistance Section Supervisor		<b>1.10. State Agency Telephone Number</b> (603) 271-2969	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:		Assistant Attorney General, On: / /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").



3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. 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 in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. 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 block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), 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 block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. 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.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR 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.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. 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"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 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
- 11.2.2 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
- 11.2.3 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
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, 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 Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 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.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, 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.
- 12.4. 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.
13. CONFLICT OF INTEREST. No officer, member of 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 Project is to be performed, who exercises any functions or responsibilities in the review or



- approval of the undertaking or carrying out of such Project, 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.
14. 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.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. 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.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General 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 any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. 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.
19. 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, in a United States Post Office addressed to the parties at the addresses first above given.
20. 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.
21. 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 and contents of the "subject" blank 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.
22. 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.
23. 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.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.



**Exhibit A  
Special Provisions**

Federal Funds paid under this agreement are from a Grant Agreement to the State from the US Environmental Protection Agency, NPS Implementation Grant under CFDA # 66.460. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) and has provided NHDES with their Unique Entity Identifier (UEI-SAM) number. The Grantee's UEI-SAM number is X2M6NS6QR567.

In addition to the General Provisions of Paragraph 1 through 23, the following provisions, including those required by federal regulations apply to this Agreement:

I) **Nondiscrimination.** The Grantee shall comply with 40 CFR part 7 which prohibits discrimination under any program or activity receiving Federal assistance on the basis of race, color, national origin, or gender, and 40 CFR part 12 which prohibits discrimination based on handicap.

II) **Financial management.** The Grantee shall comply with 2 CFR Part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

III) **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs shall be allowable, meaning that the costs must conform to specific Federal requirements detailed in 2 CFR Part 200 Subpart E. The costs, including match, shall be incurred between the Agreement's Effective Date and the Completion Date, except that match may begin to accrue prior to the Effective Date provided it conforms to the terms of the federal Grant Agreement from the U.S Environmental Protection Agency to the State and follows the date of a NHDES letter of approval of the proposed project scope of services.

IV) **Matching funds.** All matching funds contributed by the Grantee shall conform to the same laws, regulations, and grant conditions as the federal funds in the Agreement and referenced in 2 CFR Part 200 Subpart E.

V) **Property Management.** The Grantee shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

VI) **Debarment and Suspension.** The Grantee shall comply with 2 CFR Part 200 Subpart C. By signing and submitting the Agreement, the Grantee certifies that it has not been debarred or suspended by a government agency. Additionally, the Grantee certifies that it will not make or permit any award (subgrant or subcontract) at any tier to any party which is debarred or

suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII) **Procurement.** When purchasing goods or services with grant or match funds, the Grantee shall comply with procurement regulations as detailed in 2 CFR Part 200 Subpart D which includes procurement standards, competition, methods of procurement, contract cost and price, agency review, bonding requirements, and contract provisions.

- a. Assignment of Subcontracts. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State Agency.
- b. Consultant Fee Cap. The Grantee will limit grant-funded payment to subcontractors under the circumstances detailed in 2 CFR Part 1500.9
- c. Subcontracts. The Grantee shall:
  - i. Ensure that every subcontract includes provisions for compliance with Federal and State standards applicable to the contract;
  - ii. Ensure that every subcontract includes all clauses required by Federal statute and executive orders, and their implementing regulations; and
  - iii. Ensure that subcontractors are aware of requirements imposed upon them by State and Federal statutes and regulations.

VIII) **Participation by Disadvantaged Business Enterprises.** The Grantee shall comply with the terms of 40 CFR Part 33 Subpart C, which requires that organizations conduct a competitive procurement process making a good faith effort to utilize goods and services provided by disadvantaged businesses.

IX) **New Restrictions on Lobbying: Interim Final Rule.** The Grantee shall comply with the terms of 40 CFR part 34, and 2 CFR Part 200 Subpart E which prohibit the use of Federal grant funds to influence (or attempt to influence) a Federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a Federal employee.

X) **Drug-Free Workplace.** The Grantee shall comply with the terms of 2 CFR Part 1536 which require as a condition of the Agreement, certification that the Grantee maintains a drug-free workplace. By signing and submitting this Agreement, the Grantee certifies that they will observe the required practices for maintaining a drug-free workplace.

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XI) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold (currently \$150,000), the minimum requirements shall be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A



“performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XII) **Limitation on Administrative Costs.** In accordance with §319(h)(12) of the Clean Water Act, administrative costs in the form of salaries, overhead, or indirect costs shall not exceed in any fiscal year 10 percent of the amount of the grant except that costs of implementing enforcement and regulatory activities, education, training, technical assistance, demonstration projects, and technology transfer programs shall not be subject to this limitation.

XIII) **Management fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**Exhibit B**  
**Scope of Services**

The Town of Exeter will perform the following tasks as described in the proposal titled *Squamscott/Exeter River, Water Integration for Squamscott-Exeter (WISE) Integrated Plan: Stormwater Designs, Advanced Septic System, and Fertilizer Reduction, Exeter, New Hampshire:*

**Objective 1:** Evaluate sites within WISE focus areas for potential retrofit locations for stormwater treatment practice implementation and complete designs for up to ten high priority locations.

*Measure of Success:* Completion of up to ten stormwater best management practice (BMP) designs to reduce nitrogen loading to receiving waters.

**Deliverable 1:** A Site Specific Project Plan (SSPP) is developed and approved. A ranked list of potential BMP locations and BMP designs are submitted to NHDES.

Task 1: Develop and obtain NHDES approval for an SSPP covering data collection and manipulation tasks included in this project.

Task 2: Conduct an initial desktop analysis to target publicly owned land, areas with high nitrogen load, areas with impervious cover, areas with underlying soil with high potential for infiltration, potential for utility conflicts, and feasibility of construction.

Task 3: Rank potential BMP locations based on the highest potential for stormwater BMP implementation. Create a draft and final list of the ranked BMPs and re-rank based on input from stakeholders.

Task 4: Conduct site visits starting with the highest ranked locations identified during the desktop analysis.

Task 5: Review the information from field reconnaissance to identify up to ten stormwater BMPs to advance to the design phase.

Task 6: Identify two BMP locations where infiltration is proposed and conduct further evaluation needed to finalize BMP designs.

Task 7: Prepare final designs for up to ten high priority locations. The designs will include the BMP footprint, BMP type, a typical detail, estimated nitrogen load reduction, and estimated design and construction cost. Final designs will be prepared based on input from stakeholders.

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**Objective 2:** Develop a Healthy Lawns Program to reduce fertilizer use, reduce irrigation, and opt for native plantings that will result in reduced nitrogen loading to the receiving waters.

*Measure of Success:* Residents pledge to participate in the Healthy Lawn Program by placing a yard sign on their property.

**Deliverable 2:** Healthy Lawn Program materials and a list of updates to regulations to support the program are submitted to NHDES.

Task 8: Update the existing Healthy Lawns Program to include a pledge that property owners

will follow water quality best practices when maintaining lawns.

Task 9: Develop a brochure with a targeted message about the Healthy Lawns Program.

Task 10: Design and distribute yard signs for display at participating properties to demonstrate that the property owner made the pledge under the Healthy Lawns Program.

Task 11: Review current site plan and subdivision regulations and develop a list of potential locations within the regulations where updates could be made to promote the Healthy Lawn Program.

Task 12: Sponsor the 2023 Alewife Festival and provide opportunities at the festival for residents to learn about the program and the importance of reducing nutrient loading to the river.

**Objective 3:** Conduct a feasibility study for implementing a town wide advanced septic system program targeting nitrogen removal for private properties.

*Measures of Success:* Completion of feasibility study with clear next steps.

**Deliverable 3:** The draft and final feasibility study, map of septic system locations, retrofit suitability criteria, and final feasibility study are submitted to NHDES.

Task 13: Identify parcels serviced by septic systems and develop a map of these locations.

Task 14: Develop criteria to determine the most suitable locations for potential retrofit of advanced septic systems.

Task 15: Outline the types of advanced septic system technologies, the cost to implement these technologies, performance potential of the technologies, constructability, and long-term operation and maintenance.

Task 16: Review local zoning and health regulations to determine potential amendments to allow for advanced septic systems.

Task 17: Outline how an advanced septic system program could be funded and how it would be administered.

Task 18: Evaluate the framework of an incentive program for private property owners to participate in an advanced septic system program.

Task 19: Prepare a draft and final feasibility study for review and comment.

**Objective 4:** Submit all required reports to NHDES.

*Measures of Success:* Timely semi-annual progress reports, pollutants controlled reports, and the final report are submitted to NHDES.

**Deliverable 4:** Semi-annual progress reports, pollutants controlled reports (PCR), and final report are submitted to NHDES.

Task 20: Submit electronic semi-annual reports documenting all work performed during the project periods as follows:

- Work completed April 1 – September 30, report is due by October 31
- Work completed October 1 – March 31, report is due by April 30



The semi-annual reports shall include a Pollutants Controlled Report when structural BMPs have been implemented during the reporting period. In the event that the grantee has not completed a timely submittal of the progress reports or PCR, all further payments will be suspended until the overdue reports are submitted, and approved by NHDES.

Task 21: Submit a comprehensive final report to NHDES on or before the project completion date. The final report shall include load reduction estimates, photo-documentation of installed system components when applicable, and comply with the NHDES and USEPA requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

### **Additional Requirements of the Agreement**

#### **Quality Assurance**

All project activities which are to be guided by a quality assurance (QA) document such as a Quality Assurance Project Plan (QAPP) or Site Specific Project Plan (SSPP) must not begin prior to NHDES/USEPA approval of that QA document. In the event that sampling, modeling, or other such activities precede QA document approval, the data will not be considered valid, and the grantee will forfeit the ability to receive payment for those activities.

#### **Outreach Materials**

All materials produced for public distribution shall be reviewed and approved by NHDES prior to distribution and shall include the NHDES logo and the following citation: "Funding for this project was provided in part by a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency". All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act. Examples of final work products and outreach materials include, but are not limited to, project reports, press releases, newsletter articles, websites, videos and signage.

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#### **Operations and Maintenance**

Management practices implemented as agreed upon in the scope of services of this grant agreement and with grant funds or matching funds under a Section 319 Watershed Assistance Grant, shall be properly operated and maintained for the intended purposes during the life span of the project. The life span of a project shall be determined by the Grantee, tailored to the types of practices expected to be funded in this project, and agreed upon by NHDES. The Grantee shall provide NHDES with an engineering estimate of the design life of the best management practice(s) (BMPs), or in the case of small-scale BMPs which do not have a design life estimation completed by an engineer, the design life of that practice shall be estimated to be ten years.



Operation includes the administration, management, and performance of non-maintenance actions needed to keep the completed practice safe and functioning as intended. Maintenance includes work to prevent deterioration of the practice, repairing damage, or replacement of the practice to its original condition if one or more components fail. The Grantee shall assure that any sub-award of Section 319 funds similarly include the same condition in the sub-award. Additionally, both USEPA and NHDES reserve the right to periodically inspect a practice during the life span of the project to ensure that operation and maintenance are occurring. If it is determined that the participants are not operating and maintaining these practices in an appropriate manner, NHDES may request a refund for that practice supported by the grant.

**Exhibit C**  
**Method of Payment and Contract Price**

Procurements of goods or services made with grant funds, or those credited as match, shall comply with the terms of this agreement, and must be reported to NHDES. Documentation of match credit shall be provided with each payment request. The cumulative match value for the project shall meet or exceed the amount of grant funds received multiplied by 0.667 (e.g. \$45,000 grant X 0.667 = \$30,015 minimum match required). The grantee shall submit payment requests, procurement reports, and match documentation on the forms provided by NHDES. Payment shall be made in accordance with the following schedule based upon satisfactory completion of specific tasks, and receipt of deliverables as described in Exhibit B:

Upon completion and NHDES approval of Task	1	\$1,500
Upon completion and NHDES approval of Task	2	\$1,000
Upon completion and NHDES approval of Task	3	\$1,500
Upon completion and NHDES approval of Task	4	\$2,000
Upon completion and NHDES approval of Task	5	\$1,200
Upon completion and NHDES approval of Task	6	\$3,000
Upon completion and NHDES approval of Task	7	\$10,000
Upon completion and NHDES approval of Task	8	\$2,000
Upon completion and NHDES approval of Task	9	\$3,000
Upon completion and NHDES approval of Task	10	\$2,000
Upon completion and NHDES approval of Task	11	\$1,500
Upon completion and NHDES approval of Task	12	\$2,000
Upon completion and NHDES approval of Task	13	\$1,350
Upon completion and NHDES approval of Task	14	\$850
Upon completion and NHDES approval of Task	15	\$1,550
Upon completion and NHDES approval of Task	16	\$850
Upon completion and NHDES approval of Task	17	\$950
Upon completion and NHDES approval of Task	18	\$1,450
Upon completion and NHDES approval of Task	19	\$3,800
Upon completion and NHDES approval of Task	20	\$1,500
Upon completion and NHDES approval of Task	21	\$2,000
<b>Total</b>		<b>\$45,000</b>

Funding is provided through a Watershed Assistance Grant from the NH Department of Environmental Services with Clean Water Act Section 319 funds from the U.S. Environmental Protection Agency.



**CERTIFICATE OF AUTHORITY**

I, enter name of town clerk, Town Clerk of enter town, New Hampshire do hereby certify that:

- (1) at the Town Meeting held date, month, year the Town voted to authorize the Town to apply for, accept and expend money from state, federal, or other governmental unit or a private source which becomes available during the year in accordance with the procedures set forth in New Hampshire law;
- (2) at the regular meeting on date, month, year the Board of Selectmen voted to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the office of person authorized to sign to execute any documents which may be necessary to effectuate this contract;
- (3) The Town of enter town name warrants that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
- (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

enter name of person authorized to sign (whose title appears in 2 above)

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of enter town, New Hampshire this date day of month, year.

\_\_\_\_\_  
,Town Clerk

My Commission expires:date

State of New Hampshire  
County of ENTER COUNTY

On this the date day of month, year, before me enter name of notary public/JOP, the undersigned officer, personally appeared enter name of town clerk who acknowledged herself/himself to be the Town Clerk of enter town, New Hampshire, and that she/he as such Town Clerk, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

(Seal)

\_\_\_\_\_  
Justice of the Peace/Notary Public  
Commission Expiration Date:date



## Swasey Parkway Update







# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.Exeternh.gov](http://www.Exeternh.gov)

## MEMORANDUM

**TO:** Russ Dean, Town Manager  
**FROM:** Melissa Roy, Assistant Town Manager/ HR Director  
**RE:** Swasey Parkway Update  
**DATE:** 10/7/2022

### *Town of Exeter, March 2022 Warrant - Article 33 –*

*Shall the Town vote, subject to the Town obtaining approval from both the Rockingham County Probate Court and NH Division of Charitable Trusts, to close and discontinue Swasey Parkway as a public roadway from Water Street to the Pavilion, while still allowing traffic to enter from Newfields Road to park and turn around.*

*This action, if approved by the voters, will be conditioned on the following:*

- a) Retaining the paved surface in the discontinued portion for the use of pedestrians, non-motorized vehicles, maintenance vehicles and emergency vehicles.*
- b) The northerly portion of the roadway shall remain a Class V highway.*

*(Majority vote required) Recommended by the Select Board 4-0.*

As part of the 2022 March Warrant, Exeter voters supported Article 33. As such, the Town Manager's office began working with Town Counsel, the Mitchell Group, seeking support from the NH Division of Charitable Trusts, as Counsel felt this was the appropriate first step. Mitchell Group corresponded numerous times with Tom Donovan, who at the time was the Director of Charitable Trusts, to discuss the proposal of closing part of Swasey Parkway to vehicular traffic.

Recently, Tom Donovan retired from the Division of Charitable Trusts and has been replaced by Diane Quinlan. Mitchell Group has been in contact with her and has brought her up to speed on the request and any issues that might be of note. It is expected that a final decision will be made by the Charitable Trust in the next 1 - 2 weeks.

If the Charitable Trust approves, the Town will submit its position to the Rockingham County Probate Court.

If approved by the Probate Court, the Town will then work to design the safest and best way to close part of the parkway while ensuring access for ADA accessibility.



## **Tax Abatements, Veterans Credits & Exemptions**



## List for Select Board meeting October 11, 2022

### Solar Exemption

Map/Lot/Unit	Location	Amount	Tax Year
80-17-11	21 Blackford Pl	25,000	2023
85-46	1 Blossom Ln	12,000	2023
71-82	4 Holly Ct	16,000	2023

### Veteran's Credit

Map/Lot/Unit	Location	Amount	Tax Year
71-82	4 Holly Ct	500.00	2023





## Permits & Approvals




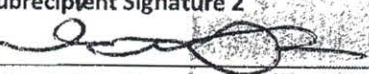


## OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

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

### GENERAL PROVISIONS

Grant Agreement Title: **Exeter Highway Safety Grant** Grant Agreement #: **23-058**

1. Identification and Definitions.

<b>1.1. State Agency Name</b> New Hampshire Department of Safety Office of Highway Safety		<b>1.2. State Agency Address</b> 33 Hazen Drive, Room 208 Concord, NH 03305	
<b>1.3. Subrecipient Name</b> EXETER POLICE DEPARTMENT		<b>1.4. Subrecipient Address</b> P.O. Box 127 Exeter, NH 03833	
Chief of Police Name: <b>Stephan Poulin</b> Grant Contact Name: <b>Deputy Chief Josh McCain</b>		Chief of Police email: <b>poulin@exeternh.gov</b> Grant Contact's email: <b>jmccain@exeternh.gov</b>	
<b>1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))</b> Town Government		<b>1.4.2 UEI #</b> Y7KKYN9JFBK1 <b>Exp Date:</b> 07/17/2022	
<b>1.5. Subrecipient Phone #</b> 603-773-6144	<b>1.6. Effective Date</b> 10/01/2022	<b>1.7. Completion Date</b> 09/30/2023	<b>1.8. Grant Limitation</b> \$ 10,560.22 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
<b>1.9. Grant Officer for State Agency</b> Stephen Fisher/James Gilbert		<b>1.10. State Agency Telephone Number</b> 603-271-6708 / 603-271-2021	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." & "RSA Chapter 37 - Chairman of Selectmen, Town/City Manager, Mayor, County Commissioners."			
<b>1.11. Subrecipient Signature 1</b> 		<b>1.12. Name &amp; Title of Subrecipient Signor 1</b> Russell Dean, Town Manager	
<b>Subrecipient Signature 2</b> 		<b>Name &amp; Title of Subrecipient Signor 2</b> STEPHAN POULIN, Police Chief	
<b>Subrecipient Signature 3</b> 		<b>Name &amp; Title of Subrecipient Signor 3</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of <u>Rockingham</u> on <u>9/12/23</u> before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b> 		<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b> NORMA J RYAN JUSTICE OF THE PEACE State of New Hampshire My Commission Expires April 21, 2026	
<b>1.14 State Agency Signature 1</b> X _____ Date: _____		<b>1.15 Name &amp; Title of State Agency Signor 1</b> Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
<b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: _____ Assistant Attorney General, On: / /			
<b>1.17. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			



2. **SCOPE OF WORK** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").
3. **AREA COVERED** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.
- 4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.
- 5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.5. 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 block 1.8 of these general provisions.
6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS** In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.
7. **RECORDS and ACCOUNTS**
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, 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.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.
8. **PERSONNEL**
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. 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.
9. **DATA: RETENTION OF DATA: ACCESS**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR 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 Subrecipient notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES**
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.



- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient 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 Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient 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 Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST** No officer, member or employee of the Subrecipient, 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 Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, 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.
14. **SUBRECIPIENT'S RELATION TO THE STATE** In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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.
15. **ASSIGNMENT AND SUBCONTRACTS** The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.
16. **INDEMNIFICATION** The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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.
17. **INSURANCE AND BOND**
- 17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 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 any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. **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 Subrecipient.
19. **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, in a United States Post Office addressed to the parties at the addresses first above given.
20. **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.
21. **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 and contents of the "subject" blank 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.
22. **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.
23. **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.



## SPECIAL PROVISIONS

### **U.S. Department of Transportation/NHTSA Grant Conditions:**

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

## GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements,
- Cost Principles, and Audit Requirements for Federal Awards

## INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

## FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to [FSRS.gov](https://www.fsrs.gov) for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received —
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity 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;
- Other relevant information specified by OMB guidance.

### NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/ discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;



- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will 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 a 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 counselling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. 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;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  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;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**

**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

**(applies to subrecipients as well as States)**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

**RESTRICTION ON STATE LOBBYING**

**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

**Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.



2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant 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 the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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 participant 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 participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default

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

- (1) The prospective primary tier participant 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 participating in covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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 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 or 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 application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.



- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA ACT**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.



## **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

## **POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

## **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## **SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seat belts by occupants of motor vehicles;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))



**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

**§ 200.317 Procurements by states.**

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

**§ 200.318 General procurement standards.**

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.



(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)  
(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

#### **§ 200.319 Competition.**

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;



(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

#### **§ 200.320 Methods of procurement to be followed.**

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award. This content is from the eCFR and is authoritative but unofficial.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include: (1) *Micro-purchases* –

(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §



200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases –*

(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
- (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

**§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

**§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **§ 200.340 Termination**

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either –

- (i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or
- (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
- (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a



disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or passthrough entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

**§ 200.414 Indirect (F&A) costs.**

(a) *Facilities and administration classification.* For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category; for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) *Diversity of nonprofit organizations.* Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) *Federal Agency Acceptance of Negotiated Indirect Cost Rates.* (See also § 200.306.)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates. 2 CFR 200.414 (up to date as of 6/08/2022) Indirect (F&A) costs.

(4) As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in § 200.332(a)(4).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200 - Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200 - State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200 - Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200 - States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200 - Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix



VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

#### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis



of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.


(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

**I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 2 CFR 200.**

**I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.**

Authorized Contract Signatory:  Date: 9-12-22

Signors Printed Name: STEPHAN PAULIN Signors Title: POLICE CHIEF

EXHIBIT A

<b>OHS Grant Award</b>		
Project Titles	Federal Budget	Minimum Match Required
<b>SPEED ENFORCEMENT PATROLS</b>	\$ 2,858.10	\$ 714.53
<b>DUI ENFORCEMENT</b>	\$ 2,702.12	\$ 675.53
<b>DISTRACTED DRIVING</b>	\$ 1,600.00	\$ 400.00
<b>PEDESTRIAN BICYCLE</b>	\$ 0.00	\$ 0.00
<b>JOIN THE NH CLIQUE</b>	\$ 850.00	\$ 212.50
<b>DRIVE SOBER OR GET PULLED OVER</b>	\$ 1,700.00	\$ 425.00
<b>U DRIVE, U TEXT, U PAY</b>	\$ 850.00	\$ 212.50
<b>E-CRASH EQUIPMENT (MDT)</b>	\$ 0.00	\$ 0.00
<b>E-CRASH EQUIPMENT (Printers/Scanners/Receivers)</b>	\$ 0.00	\$ 0.00
<b>SPEED EQUIPMENT</b>	\$ 0.00	\$ 0.00
<b>C.A.R EQUIPMENT</b>	\$ 0.00	\$ 0.00
<b>C.A.R TRAINING</b>	\$ 0.00	\$ 0.00
<b>Community Outreach &amp; Betterment (COB) Grant</b>	\$ 0.00	\$ 0.00
<b>Total</b> <small>Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).</small>	<b>\$ 10,560.22</b>	<b>\$ 2,640.06</b>

<b>Awarding Agency:</b> Office of Highway Safety (OHS)
<b>Federal Awarding Agency:</b> National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
<b>Budget period (new) –</b> <span style="float: right;"><b>10/01/2022 to 09/30/2023</b></span>
<b>Is This a Research and Development Project:</b> NO



EXHIBIT B  
GRANT REQUIREMENTS AND INFORMATION

- Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
- Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
  1. **January 15<sup>th</sup>** for October-December (Quarter 1)
  2. **April 15<sup>th</sup>** for January-March (Quarter 2)
  3. **July 15<sup>th</sup>** for April-June (Quarter 3)
  4. **October 15<sup>th</sup>** for July-September (Quarter 4)
- See link for all the required forms - <https://www.nh.gov/hsafety/publications/index.htm>
- Over-Time enforcement patrol reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1);
  2. Overtime Payroll Reimbursement Form (HS-20) for each project;
  3. Match Tracking Form (HS-22) for each project;
  4. Quarterly Summary Report (HS-100 QSR) for each project;
  5. Patrol Activity Reports (HS-200) for each project; and
  6. Updated Grant Application/Performance Tracking Tool (App/PTT)
- Equipment reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1). **Note:** if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
  2. Copy of the detailed equipment invoice (with all Serial #'s);
  3. Match Tracking Form (HS-22);
  4. Copy of Cancelled Check; and
  5. Final Equipment Report (HS-8E) (with all Serial #'s)

- If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

#### SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

- (A) In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- (B) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

#### CASH MANAGEMENT

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

#### OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

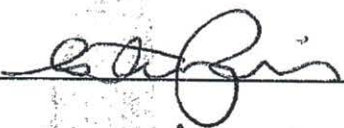
The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
  - 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    - The cost of alcoholic beverages is unallowable.
    - Costs incurred by advisory councils are allowable.
    - Audit costs are allowable.
    - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
    - Entertainment costs are unallowable.
    - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.

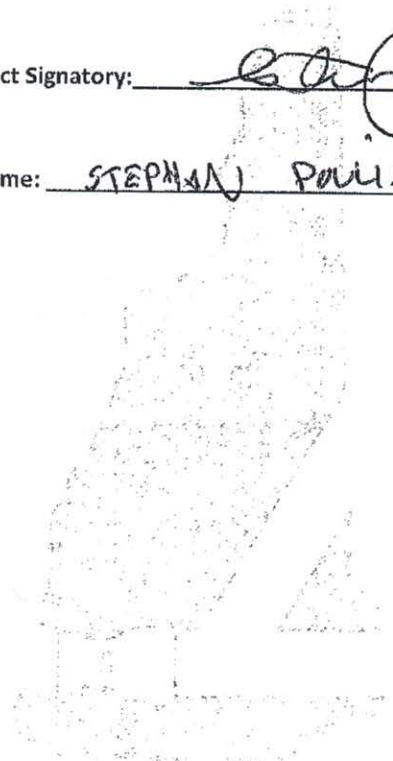


- Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
  - [eCFR :: 2 CFR Part 200 Subpart E – Cost Principles](#)

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory:  Date: 9-12-22

Signors Printed Name: STEPHAN PAULIN Signors Title: CHIEF OF POLICE



**Project Titles, PSP & Task, CFDA and FAIN Numbers**

**SPEED ENFORCEMENT PATROLS**

PSP & Task 23-02-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**SPEED EQUIPMENT**

PSP & Task 23-02-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**DUI ENFORCEMENT**

PSP & Task 23-07-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**DISTRACTED DRIVING**

PSP & Task 23-04-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**PEDESTRIAN BICYCLE**

PSP & Task 23-06-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**JOIN THE NH CLIQUE**

PSP & Task 23-01-04 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**DRIVE SOBER OR GET PULLED OVER**

PSP & Task 23-07-11 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**U DRIVE, U TEXT, U PAY**

PSP & Task 23-04-11 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**E-CRASH EQUIPMENT (MDT)**

PSP & Task 23-03-06 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**E-CRASH EQUIPMENT (Printers/Scanners/Receivers/C.A.R. Equipment/C.A.R. Training)**

PSP & Task 23-03-06 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

**COMMUNITY OUTREACH & BETTERMENT (COB) GRANT**

PSP & Task 23-09-03 FAST Act 402/Bil/Sup

CFDA: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0



## Scope of Work

### SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.
- Speed enforcement patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: MM  
Date: 9/12/22

Grantee Initials: SP  
Date: 9-12-22

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

# Scope of Work

## Impaired Driving Enforcement (DUI)

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- DUI enforcement patrols, including DUI saturation patrols, can be a minimum of **4-hours** or a maximum of **6-hours** in duration. These hours shall be run consecutively without interruption.
- With **written**, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: MD  
Date: 9/12/22

Grantee Initials: SP  
Date: 9-12-22

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



## Scope of Work

### Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire's Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Grant Requirements and Information".**

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- Distracted Driving enforcement patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The OHS has an expectation that departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why. **Note:** When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).
- To maximize grant funding, patrols must consist of **one grant-funded officer per cruiser**; however, multiple cruisers may be out at one time. **Exception:** Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.
- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: MSD  
Date: 9/12/22

Grantee Initials: [Signature]  
Date: 9-12-22

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

# Scope of Work

## High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other enforcement activity.

Grant-funded overtime enforcement activity shall occur on the required dates and primary enforcement efforts should be project specific; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.

**NOTE:** Please e-mail your Field Representative at [HWYSAFETYMAIL@dos.nh.gov](mailto:HWYSAFETYMAIL@dos.nh.gov), *in advance*, if a mobilization effort will **not** be conducted.

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**Join the NH Clique Enforcement Patrols- \$850 total:** The purpose of this mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. Officers conducting the "Join the NH Clique Patrols", are highly recommended to complete an Online training course; "Child Passenger", sponsored by Police Standards and Training.

- **Required Dates:**
  - One 3-4 hour patrol conducted on kickoff day - **Monday, May 15, 2023**
  - The remaining patrol hours shall be conducted between **May 16, 2023 - June 4, 2023, 3<sup>rd</sup> Quarter**

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**Drive Sober or Get Pulled Over-\$850 each:** The purpose of these **two** mobilizations will focus on the apprehension of the impaired driver. Unspent funds from the first DSOGPO campaign may be rolled over to the second DSOGPO campaign.

- **\$850- Required Dates of the first mobilization:**
  - One 3-4 hour patrol conducted on kickoff day - **Friday, December 16, 2022**
  - The remaining patrol hours shall be conducted between **December 17, 2022 - January 1, 2023, 1<sup>st</sup> Quarter**
- **\$850- Required Dates of the second mobilization:**
  - One 3-4 hour patrol conducted on kickoff day - **Wednesday, August 16, 2023**
  - The remaining patrol hours shall be conducted between **August 17, 2023 - September 4, 2023, 4<sup>th</sup> Quarter**

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**U Drive, U Text, U Pay-\$850 total:** The purpose of this mobilization is to enforce New Hampshire's Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- **Required Dates:**
  - One 3-4 hour patrol conducted on kickoff day - **Monday, April 3, 2023**
  - The remaining patrol hours shall be conducted between **April 4, 2023 - April 10, 2023, 3<sup>rd</sup> Quarter**

\*\*\*\*\*

Grantee Initials: MD  
Date: 9/21/22

Grantee Initials: AR  
Date: 9-12-22

Grantee Initials: \_\_\_\_\_  
Date: \_\_\_\_\_



## Correspondence





# STATE OF NEW HAMPSHIRE

Executive Council

STATE HOUSE ROOM 207

CONCORD, NEW HAMPSHIRE 03301

(603) 271-3632 FAX: 271-3633



TO: All District Three Constituents

DATE: October 5, 2022

FROM: Executive Councilor Janet Stevens

RE: NH EMERGENCY FUEL AND ENERGY ASSISTANCE PROGRAM – **REGISTER TODAY**

## EXECUTIVE COUNCILOR SECURES **\$15,034,547** IN STATE EMERGENCY FUEL ASSISTANCE PROGRAM AND STATE SUPPLEMENTAL ELECTRIC BENEFITS FOR **DISTRICT THREE**

I am pleased to announce that an additional \$15,034,547 for fuel and electric assistance has been awarded to District Three.

*#20A Authorize to enter into a **sole source** contract with Southern New Hampshire Services, Inc., Manchester, NH, in the amount of \$15,034,547, with \$10,738,962 for the State Emergency Fuel Assistance Program and \$4,295,585 for the State Supplemental Electric Benefit Program. (2) Further authorize to advance \$1,503,455 from contract amount. Effective upon G&C approval through June 30, 2023. **100% General Funds.***

The legislature recently approved \$25 million in state General Funds for the State Emergency Fuel Assistance Program (SEFAP) and \$10 million in General Funds for the State Supplemental Electric Benefit Programs (SSEBP).

Residents who are within the 61% to 75% State Median Income range are eligible for one time funding - \$450 benefit for fuel from the SEFAP and \$200 benefit for electric bills from the SSEBP.

Southern New Hampshire Services, the Community Action Program administering the funding for the State program for District Three, encourages all District Three residents who believe they might be at or below 75% of State Median Income to apply – disbursements are anticipated for December.

Any residents who apply and are below the 60% State Median Income will be enrolled in the Fuel Assistance Program (FAP). Anyone residents who apply and are between 61%-75% State Median Income, which does not meet the regular fuel assistance guidelines, will be in the system and ready to be enrolled in the new Emergency State Program with a benefit being paid out as early as December.

See information below on how to apply. As always – please call me at 603-436-1645 if I can assist.

### **SOUTHERN NH SERVICES (<https://www.snhs.org>)**

Southern New Hampshire Services is the Community Action Program for District Three/Rockingham County. District Three constituents can apply online or visit one of the five SNHS offices for **electric assistance, fuel assistance, weatherization assistance.**

#### **Rockingham County Locations:**

- **Derry** (603) 965-3029: (toll free 1-855-295-4105)    **Seabrook** (603) 474-3507 (toll free 1-800-979-3507)
- **Salem** (603) 893-9172 (toll free 1-800-939-9172)    **Raymond** (603) 895-2303 (toll free 1-800-974-2303)
- **Portsmouth** (603) 436-3896 (toll free 1-800-639-3896)

