

Select Board Meeting
Monday, July 24th, 2023, 6:50 p.m.
Nowak Room, Town Offices
10 Front Street, Exeter NH 03833

Virtual meetings can be watched on Ch. 22 or Ch. 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/87565507913>

To access the meeting via telephone, call +1 646 558 8656 and enter the webinar ID: 875 6550 7913

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the Chair you wish to speak. On the phone, press *9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at extvg@exeternh.gov or 603-418-6425 with any technical issues.

1. Call Meeting to Order
2. Board Interviews: Budget Recommendations Committee
3. Swearing In Of Police Officers Caleb Daniels and Eric Worden
4. Public Comment
5. Proclamations/Recognitions
 - a. Proclamations/Recognitions
6. Approval of Minutes
 - a. Regular Meeting: July 10th, 2023
7. Appointments
 - a. Budget Recommendations Committee
8. Resignations
 - a. None
9. Discussion/Action Items
 - a. Tree Committee – Progress Report
 - b. Energy Efficiency and Conservation Block Grant Application – Kristen Murphy, Conservation and Sustainability Planner
 - c. Black Heritage Pocket Park Update – Renay Allen
 - d. Accept \$5,200 in Police Department Unanticipated Revenue – Town Manager
 - e. Accept \$14,972.50 in Unanticipated Revenue for Police Department Highway Patrols – Town Manager
 - f. Classification and Wage Update
10. Regular Business
 - a. Tax Abatements, Veterans Credits & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Select Board Committee Reports
 - e. Correspondence
11. Review Board Calendar
12. Non-Public Session

13. Adjournment

Niko Papakonstantis, Chair

Select Board

Posted: 7/21/23 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

Board Interviews



Town of Exeter

Town Manager's Office
10 Front Street, Exeter, NH 03833

Statement of Interest Boards and Committee Membership

Committee Selection: Budget Committee

New

Re-Appointment

Regular

Alternate

Name: Annande Kelly Email: annandejkelly12@gmail.com

Address: 24 Prospect St. Exeter Phone: 603 957 0926

Registered Voter: Yes No

Statement of Interest/experience/background/qualification, etc. (resume can be attached).

Based on my years of experience in Town Committees and affairs I believe I have a broad understanding of Exeter's needs and future. As a resident for 8 years I understand its fabric and people. As an Exeter High School graduate I understand the context of the past. I want to have vibrant community and feel the best ways to achieve that for all.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

I understand that: 1. this application will be presented to the Exeter Select Board only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Select Board may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Select Board
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

I certify that I am 18 years of age or older:

Signature: [Signature] Date: 6/30/23

To be completed by Select Board upon appointment:

Date Appointed: _____ Term Ending: _____ Full: _____ Alternate: _____

Minutes

Select Board Meeting
Monday July 10, 2023
6:20 PM
Nowak Room, Town Offices
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, 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 6:20 PM.

2. Non-Public Session

MOTION: Ms. Belanger moved to enter into non-public session under RSA 91-A3II(a). Ms. Gilman seconded. In a roll call vote, the motion passed 5-0. The meeting entered non-public at 6:20. The Board emerged from non public session. Motion by Selectman Chartrand to seal the minutes until the action is completed, seconded by Selectwoman Belanger. Motion carries unanimously.

3. Board Interviews

- a. Keith Whitehouse for the Conservation Commission

The Board reconvened in the Nowak Room at 7:03 PM.

4. Public Comment

- a. There was no public comment

5. Proclamations/Recognitions

- a. Park and Recreation Month

Ms. Gilman read the proclamation:

Whereas parks and recreation programs are an integral part of communities throughout this country, including the Town of Exeter; and

Whereas parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

Whereas, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation is a leading provider of healthy meals, nutrition services, and education; and

Whereas, parks and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation is fundamental to the environmental well-being of our community; and

Whereas, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the US House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the Town of Exeter recognizes the benefits derived from parks and recreation resources.

Now therefore be it resolved by the Exeter Select Board that July is hereby recognized as Park and Recreation Month in the Town of Exeter.

6. Approval of Minutes

- a. Emergency Meeting: June 26, 2023 called under RSA 91A:31(b)

MOTION: Ms. Belanger moved to approve the meeting minutes of June 26, 2023 as presented. Ms. Cowan seconded. The motion passed 5-0.

- b. Regular Meeting: June 27, 2023

MOTION: Ms. Belanger moved to approve the regular meeting minutes of June 27, 2023. Ms. Gilman seconded. The motion passed 5-0.

7. Appointments

- a. Conservation Commission

MOTION: Ms. Belanger moved to appoint Keith Whitehouse as a regular voting member of the Conservation Commission, term to expire April 30, 2026. Ms. Gilman seconded. The motion passed 5-0.

b. Health Officer

Mr. Papakonstantis said that every three years, the town is required to renew the Health Officer Position. The term for James Murray will expire on July 23, 2023.

MOTION: Ms. Belanger moved to reappoint James Murray as the Health Officer, term to expire in 3 years, under RSA 128. Ms. Gilman seconded. The motion passed 5-0.

8. Resignations

a. Stacey Rogers from the Sustainability Advisory Committee

MOTION: Mr. Chartrand made a motion to accept the resignation of Stacey Rogers from the Sustainability Advisory Committee. Ms. Belanger seconded. The motion passed 5-0.

9. Discussion/Action Items

a. Public Hearing: Special Town Meeting Bond Article

MOTION: Ms. Belanger moved to open the public hearing. Ms. Gilman seconded. The motion passed 5-0.

Mr. Papakonstantis read the notice of the public hearing:

Notice of Public Hearing, Town of Exeter 2023 Special Town Meeting Bond Article. The Exeter Select Board hereby gives notice of a public hearing pursuant to RSA 33:8-a on the following project requiring a bond and note as part of the Special Town Meeting warrant article: Installation of Two 12 Inch Siphons from Jady Hill to Main Pump Station, \$3,500,000. The public hearing of Tuesday, June 27, 2023 has been continued to Monday, July 10 2023 at 7 PM in the Nowak Room of the Exeter Town Offices. Dated June 28, 2023.

Mr. Papakonstantis read the Town Warrant:

To the inhabitants of the Town of Exeter, in the County of Rockingham, in the said State, qualified to vote in Town affairs:

First Session: You are hereby notified that the first session (the Deliberative Session) of the Special Town Meeting will be held on Tuesday, July 11, 2023 beginning at 7 PM at the Town Hall, 9 Front Street, Exeter, NH. The first session will consist of explanation, discussion, and debate of the following warrant article, and will also afford voters who are present the opportunity to propose, debate and adopt amendments to the warrant article.

Second Session: The second session of the Special Town Meeting, to vote on the special warrant article as it may have been amended at the first session, will be held on Tuesday, August 15 2023 at the Talbot Gymnasium at the Tuck Learning Center, 30

Linden Street, Exeter, NH. Polls for voting by official ballot will open at 7 AM and close at 8 PM.

Special Article 1 - Installation of Two 12 Inch Siphons from Jady Hill to Main Pump Station, \$3,500,000. To see if the Town will vote to raise and appropriate the sum of three million, five hundred thousand, and zero dollars (\$3,500,000) for the purpose of installation of two 12 inch siphons from Jady Hill to the Main Pump Station, and to authorize the Select Board to enter into a loan agreement of up to \$3,500,000 through New Hampshire Department of Environmental Services Clean Water State Revolving Fund for this purpose. The loan will be repaid as follows: a 10% forgiven by agreement with NHDES, and \$3,150,000 sewer fees over 10 years. (Estimated Tax Impact: no tax impact, sewer funds plus 10% loan forgiveness.) A 3/5 ballot vote required for approval.

Mr. Papakonstantis asked for public comment, but there was none.

MOTION: Mr. Chartrand moved to close the public hearing. Ms. Gilman seconded. The motion passed 5-0.

Mr. Chartrand said the Deliberative Session is 7 PM tomorrow at Town Hall.

Mr. Papakonstantis said that on June 26, 2023, the Select Board voted 5-0 to approve the special warrant article, but the Board should reaffirm that vote.

MOTION: Ms. Belanger moved to reaffirm the warrant article as presented. Ms. Gilman seconded. The motion passed 5-0.

b. Procedural Defect Meeting: September 5th

Assistant Town Manager Melissa Roy said there's a specific State set of guidelines for special town meetings that require public notices to be posted in certain locations and time frames. In May, we missed one of the 24 hour deadlines, and we let the judge know we would be seeking to have a procedural defect meeting in September. This is our way to fix the missed posting in the appropriate legal way.

Mr. Papakonstantis said he was at the hearing, and the Judge felt confident that the town was taking steps to address this.

Ms. Roy said we will post this similar to a special town meeting, but the Deliberative Session and voting are in the same session. The polls will be open for one hour. It's a yes or no vote on whether to accept the correction. It can be held at the Town Offices or Town Hall.

Mr. Papakonstantis said this does not affect the Deliberative Session of July 11 or the vote of August 15. Ms. Roy said that's correct, you do this after you have your vote.

Mr. Papakonstantis said the public hearing would be at the regular Select Board meeting of August 21st and the special Town Meeting would be Tuesday September 5th.

MOTION: Ms. Belanger moved to hold a procedural defect special town meeting on September 5th, 2023, time and location TBD, and schedule a public hearing on August 21st, 2023. Ms. Gilman seconded. The motion passed 5-0.

c. Community Power Aggregation Report

Low Hitzrot of the Community Power Aggregation Committee gave an update on the community power program. The total customers served by CPCNH is now 76,003, making them the largest supplier of power in NH. Out of 76,000, the opt-outs were only 353. In Exeter, there are about 7,000 total enrollees, with 41 opting out. Exeter residents saved \$1,278,357 in 3 months, and we're putting close to \$1M in the reserve fund. New rates will go into effect August 1st, and there's still a savings between Unitils rate and Granite Basic, the lowest tier. Going forward, we would like to address the concerns about net metering data. This relates to those who produce more energy than they use, such as with solar panels. The utilities are not providing the necessary data to monetize that. The committee sent a letter to CPCNH in support of their efforts to get the PUC to examine this issue and get a resolution. It's a complicated situation without any quick resolution. The joint Utilities sent a letter to the PUC explaining why it's inappropriate for them to supply the necessary data. CPCNH has put together a sheet to explain to net metering customers whether they would still benefit from Community Power. The committee also plans to do an opt-up initiative to promote choosing a supply rate with more renewable energy.

Mr. Papakonstantis asked if the town can enhance the website with more information about opting up. He also suggested using EXTV and the bi-weekly newsletter. Mr. Dean said the sample utility bill is a powerful tool which we may be able to do more with. Mr. Hitzrot asked about where to put posters besides the Library and Town Offices.

Ms. Cowan suggested working with Kristin Murphy on potential grants. Mr. Hitzrot said we've worked with Kristin a lot, but not in this area. Ms. Cowan said the town should be supporting this with some budget and advertising component. Mr. Hitzrot said he's worried about it seeming like the town is pushing this, so it might be better if the initiative came from somewhere else.

d. CDFA Grant Award: 10 Hampton Road

Parks and Rec Director Greg Bisson said we were awarded the Community Center Investment Program grant for \$841,240. Previously the Select Board voted to allocate \$155,000 towards a match. We have an RFP out for Architectural and Engineering services. Hopefully we will be back in a few months for a construction RFP. He's asking for approval for himself to sign any documents that may need to be signed. We need to start the construction project within 6 months.

MOTION: Ms. Belanger moved to accept the Community Center Investment Program Grant from the Community Development Finance Authority on behalf of the town of Exeter Multigenerational Community Center in the amount of up to \$841,240 and to further authorize

the Town Manager or his designee to sign all appropriate papers. Ms. Gilman seconded. The motion passed 5-0.

e. 2023 Classification and Compensation Plan

Mr. Dean said we hired MRI to do a classification and compensation analysis for the town. Includes a revised list of classifications and grades for the non-union group. A total of 20 grades are proposed, which matches the current grading systems. Some positions have been moved in terms of grades. The non-union pay plan was recommended by MRI and vetted by the Finance Director, Town Manager, and HR Director and reflects a 75% market valuation.

Ms. Roy said we looked at a group of communities comparable to Exeter and put us into the 75th % of market. We can't compete with some of the larger cities, but this will get us in a wage range that is competitive.

Mr. Dean said we're recommending this as option 2 out of the 3 options we presented to the Board.

Mr. Papakonstantis said it's easier to do an exercise like this than have to re-recruit and re-train as folks leave. Retaining the current staff is a priority.

Ms. Gilman said she thinks this is a better grouping of which positions are in what grade.

MOTION: Ms. Belanger moved to accept the Exeter non-union proposed FY 2023 classifications grades as presented in Option 2, effective July 30, 2023, and further accept the non-union pay plan as proposed in option 2, effective July 30, 2023. Ms. Gilman seconded. The motion passed 5-0.

10. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

MOTION: Ms. Gilman moved to abate taxes on 111/5/7 in the amount of \$223.62 for tax year 2021, \$225.07 for tax year 2020, \$214.30 for tax year 2019, and \$165.05 for tax year 2022. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

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

c. Town Manager's Report

- i. He worked on reclassification and wages as discussed.
- ii. He sat in on an CPCNH meeting on electricity and rates.
- iii. Patrick Mulholland retired as a detective June 30, but will continue to serve as our Police Prosecutor in a civilian role.
- iv. Property taxes were due July 3, and we are 91% collected as of Friday.
- v. Regarding the assessment ratio, our assessments are 67.3% of market, in 2024 we'll be seeing an adjustment to those values. They should be around 95-97% of market.

- vi. The siphons project has progress, they're looking to pull the pipe through on Wednesday.
- vii. He's starting CIP meetings, with three today. They're coming along well. We're contemplating how to deal with the Police Station/Fire Substation again.

d. Select Board Committee Reports

- i. Ms. Belanger said the Exeter Historical Society has an upcoming exhibition in September and they're looking for a Select Board photograph. She would like to have that done at the next meeting. Mr. Dean said he can arrange for someone to be here to take a photo. Mr. Papakonstantis asked that the photo on the website from 2019 also be changed.
- ii. Ms. Gilman said she missed the Energy Committee meeting. At the next meeting we'll continue the building code discussion, since the State has approved upgrading from 2015. There's a grant application for mobile homes to encourage them to apply for energy saving retrofits. At the HDC meeting, there was a demolition review at 87 Front Street. They'll take down the barn, and the subcommittee was fine with that. They also wanted to take down the porch, but we're recommending to keep that. There's also a request for 1 Forrest Street, and we're going out to review it on Wednesday.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand had no report.
- v. Mr. Papakonstantis had no report, but mentioned that July 15 is the American Independence Museum Festival. The museum is not charging an entrance fee this year.

e. Correspondence

- i. An NHMA Legislative Bulletin

11. Review Board Calendar

- a. The next meetings are 7/24, August 7, August 21, Sept 11, and Sept 25. September 5th is the special defect meeting. Ms. Cowan will not be present on July 24, so the picture was moved to August 7.

12. Non-Public Session

MOTION: Ms. Gilman moved to enter into non-public session under RSA 91-A3II(a) and (c) . Ms. Gilman seconded. In a roll call vote, the motion passed 5-0. The meeting entered non-public at 8:07 PM. The Board emerged from non public session. Selectwoman Belanger moved to seal the minutes, Selectwoman Gilman seconded. Motion carried unanimously.

13. Adjournment. Selectwoman Belanger moved to adjourn. Selectwoman Gilman seconded. The Board stood adjourned at 9:30 pm.

Respectfully Submitted,
Joanna Bartell
Recording Secretary

Appointments

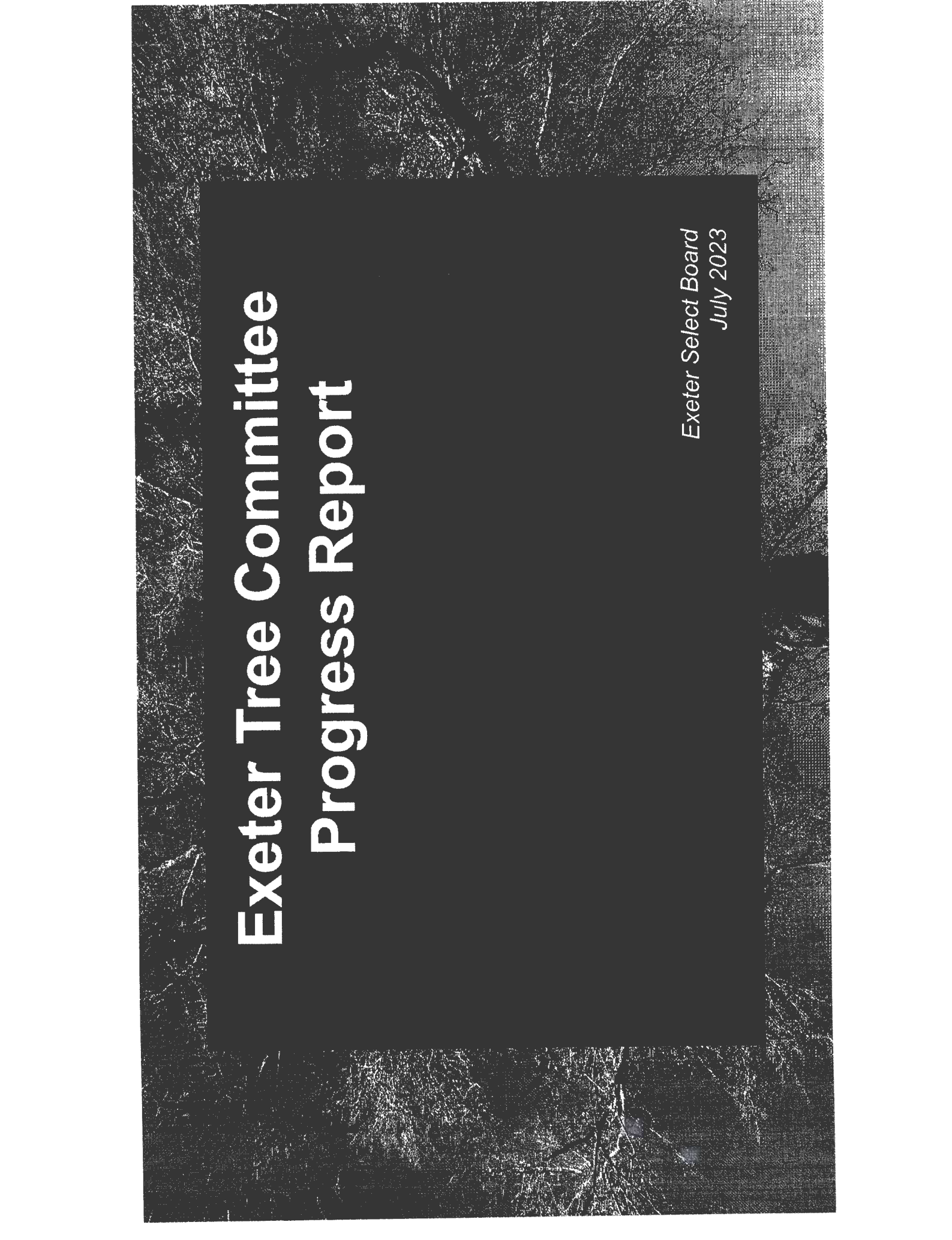
Board and Committee Appointments
July 24th, 2023

Budget Recommendations Committee

Amanda Kelly, term to expire at next Annual Town Election

Proclamations/Recognitions

Tree Committee – Progress Report



Exeter Tree Committee Progress Report

Exeter Select Board
July 2023

Exeter Tree Committee Progress Report

- *Committee Background*
- *Partners*
- *Accomplishments*
- *Future Goals*

Exeter Select Board
July 2023

Committee Background

- *2017 Public Tree Inventory*
- *Citizens Concerned about Tree Health*
- *2019 Tree Committee Established*
 - *Subcommittee to Exeter Cons. Comm*
 - *9 Volunteer Members*
 - *1 Select Board Representative*
 - *Staff from 3 Departments*



Partners

- SAU 16, Main & Lincoln Street Schools
- Unitil
- Rockingham County Forester
- Stratham Circle Nursery
- Arbor Day Foundation
- Private Donations - Tree Maintenance, Memorial Trees & Liberty Elm



NH STATE FOREST NURSERY
QUALITY SEEDLINGS SINCE 1910



Arbor Day Foundation®
arborday.org



Accomplishments

- 2019 - Current: Tree City Designation
- 2021, 2022: Growth Award for Excellence
- 2021: Tree Ordinance Adopted
- Monthly Meetings
- Monthly PLUS Social Media Postings
- Multiple Events Hosted Annually



Status Report of Tree Plantings



Events



Public Outreach



4 Best Native Tree Species for Birds

Baby birds need **LOTS** of caterpillars.
Caterpillars need native plants.
These trees support ~400 species of moths and butterflies and therefore will feed the greatest number of birds.

Willow 412 spp. 🐛

- Babo willow (*Salix bebbiana*)
- Black willow (*Salix nigra*)
- Missouri willow (*Salix pentstemonifolia*)
- Missouri River willow (*Salix verticillata*)
- Purple willow (*Salix discolor*)
- Shining willow (*Salix lucida* ssp. *laetifolia*)

Birch 408 spp. 🐛

- Gray birch (*Betula populifolia*)
- Paper birch (*Betula papyrifera*)
- Sweet birch (*Betula nigra*)
- Yellow birch (*Betula alleghaniensis*)

Prunus 407 spp. 🐛

- Black cherry (*Prunus serotina*)
- Pin cherry (*Prunus pensilvanica*)
- Sweet cherry (*Prunus avium*)
- Wild cherry (*Prunus americana*)

Oak 407 spp. 🐛

- Bur oak (*Quercus macrocarpa*)
- White oak (*Quercus alba*)
- Red oak (*Quercus rubra*)
- Swamp white oak (*Quercus bicolor*)

Source: www.nwf.org/NativePlantFinder



The Exeter Tree Committee Needs Your Help Champion Tree Scavenger Hunt



Help us document **BIG TREES** in Exeter!

- Step 1. Locate 2 of Exeter's Existing Big Trees and snap a picture
- Step 2. Find a new big tree, and submit the tree's info to nominate it.

Your trees.
Your trees will receive

"When one sees the tree in leaf, one thinks the beauty of the tree is in its leaves, and then one sees the bare tree."



Future Goals

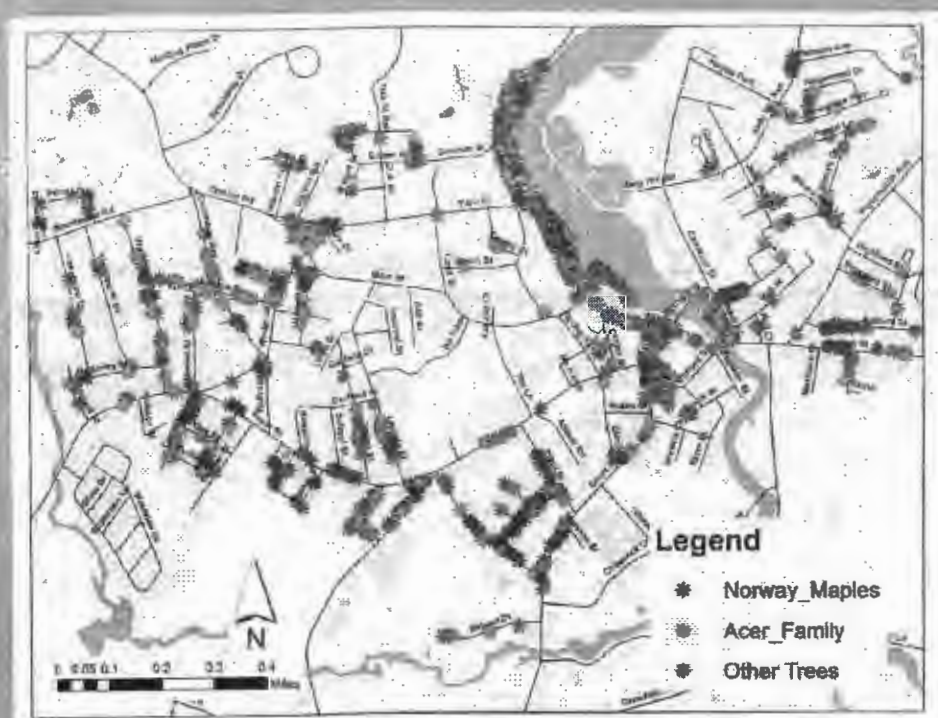
- Annual Tree City Designation & Growth Award Appln.
- Continue Plantings & Labels
- Continue Public Outreach/Education
- Ensure Diversity in Species and Age
- Improve Canopy & Update Street Tree Inventory Regularly
- Budget



THREE CITY USA
Arbor Day Foundation

Future Goals: Tree Diversity

Species Diversity



Age Class Diversity

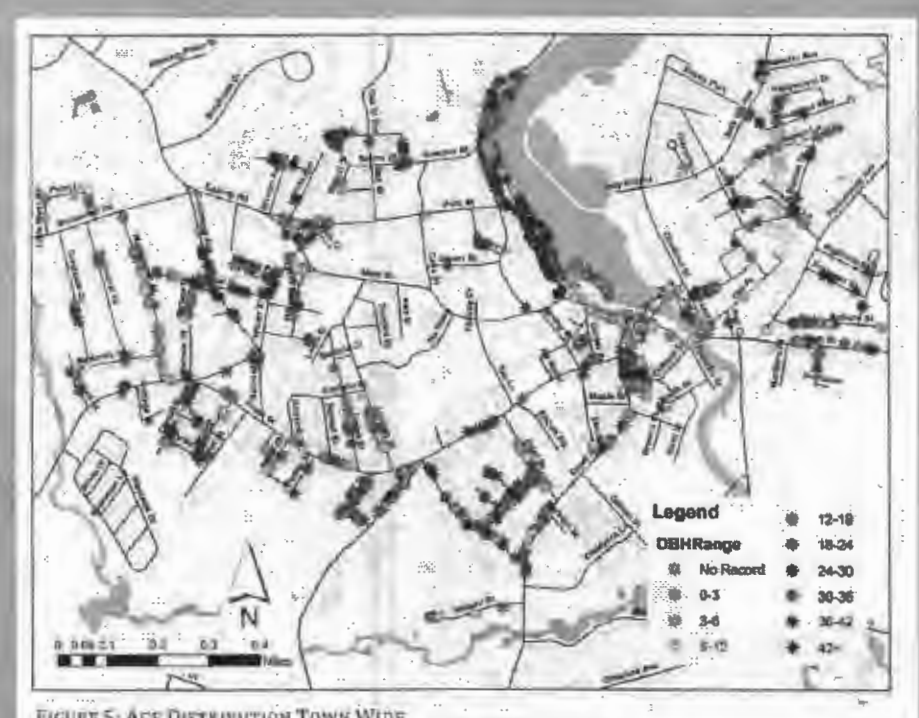
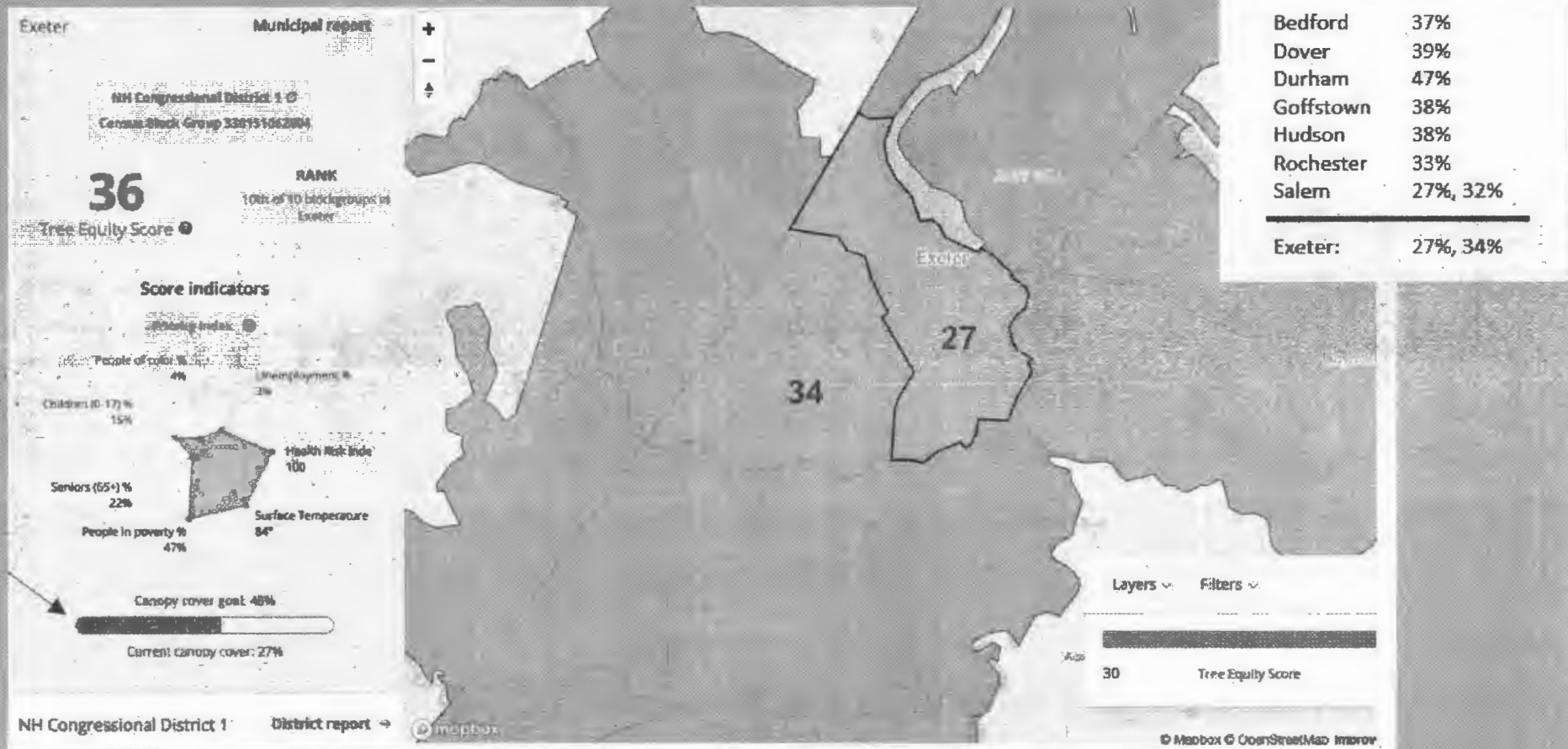


FIGURE 5: AGE DISTRIBUTION TOWN WIDE

Future Goals: Tree Canopy 48%



Tree Committee Report

To the Exeter Selectboard

Trees Planted by the Tree Committee

As of July 1, 2023



Tree #: 1
Common Name: Pin Oak
Botanical Name: *Quercus palustris*
Placement: Park Street Common
Year Planted: 2021
Label: Memorial (planted in conjunction with Park Street neighbors as memorial trees)
Native to NH: No. Native to Midwest, with northeastern edge of range in southern New England.
Funding Source: Neighborhood
Notes: some dead branches to be trimmed



Tree #: 2
Common Name: Sugar Maple
Botanical Name: *Acer saccharum*
Placement: Park Street Common
Year Planted: 2021
Label: Memorial (planted in conjunction with Park Street neighbors as memorial tree)
Native to NH: Yes.
Funding Source: Neighborhood
Notes: Harvestable sap.



Tree #: 3
Common Name: Kwanzan Flowering Cherry
Botanical Name: *Prunus serrulata* 'Kwanzan'
Placement: Park Street Common
Year Planted: 2021
Label: Memorial (planted in conjunction with Park Street neighbors as memorial tree)
Native to NH: No. Native to China, Korea & Japan.
Funding Source: Neighborhood
Notes: Limited lifespan, typically doesn't exceed 15–25 years. In bloom June 2023.



Tree #: 4
Common Name: Sweet Gum
Botanical Name: *Liquidambar styraciflua*
Placement: Lincoln Street School (front)
Year Planted: 2022
Label: yes
Native to NH: No. Native to southeastern US as far north as Connecticut, as well as to scattered regions in Central America, per the USDA. Found in swamps and wetland margins.
Funding Source: Lincoln Street School
Notes: looks great



Tree #: 5
Common Name: Princeton Elm/American Elm
Botanical Name: *Ulmus americana 'Princeton'*
Placement: Lincoln Street School (back)
Year Planted: 2020
Label: Yes
Native to NH: Yes.
Funding Source: Tree Committee
Notes: One of several cultivars, this one with tiny pinnate leaves.



Tree #: 6
Common Name: Sweet Gum
Botanical Name: *Liquidambar styraciflua*
Placement: Lincoln Street School (back)
Year Planted: 2022
Label: Yes
Native to NH: No. Native to southeastern US as far north as Connecticut, as well as to scattered regions in Central America, per the USDA. Found in swamps and wetland margins.
Funding Source: Lincoln Street School
Notes: Looks great



Tree #: 7
Common Name: Sugar Maple
Botanical Name: *Acer saccharum*
Placement: Lincoln Street School (back)
Year Planted: 2023
Label: No.
Native to NH: Yes.
Funding Source: Tree City Grant to LSS

Notes: Harvestable sap. Planted as part of Arbor Day event, in coordination with the LSS Green Team and Public Works

Tree #: 8



Common Name: Yellow-poplar, also called tuliptree, tulip-poplar, white-poplar and whitewood.

Botanical Name: *Liriodendron tulipifera*
Placement: Lincoln Street School (back)
Year Planted: 2023
Label: No.
Native to NH: No. Native throughout the Eastern US as far north as southern New England, per the USDA.
Funding Source: Tree City Grant to LSS

Notes: Planted as part of Arbor Day event, in coordination with the LSS Green Team and Public Works



Tree #: 9 and 10
Common Name: American Elm
Botanical Name: *Ulmus americana*
Placement: Main Street School playground
Year Planted: 2022
Label: Yes
Native to NH: Yes.
Funding Source: Main Street School

Notes: **Concern about proximity. The two trees are only ~10 feet apart.**



Tree #: 11
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: This was 1 of 7 of the same species planted. Only this one was labelled.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation

Notes: Farthest north, backs on parking lot. Healthy.



Tree #: 12
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: See tree #11, above.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation
Notes: Just south of tree #11. Dead. Needs to be replaced.



Tree #: 13
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: See tree #11, above.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation
Notes: Just east of tree #12, along road. Sickly. Girdled at base. We suggest this tree be replaced.



Tree #: 14
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: See tree #11, above.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation
Notes: Just east of tree #13, along road. Girdled at base. Healthy appearing, but unsure of long-term health.



Tree #: 15
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: See tree #11, above.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation
Notes: Just east of tree #14, along road. Girdled at part of base. Healthy appearing, but unsure of long-term health.



Tree #: 16
Common Name: Red Maple/October Glory
Botanical Name: *Acer rubrum* 'October Glory'
Placement: Gilman Park
Year Planted: 2021
Label: See tree #11, above.
Native to NH: Yes.
Funding Source: Exeter Parks & Recreation

Notes: Just north of tree #15, along road. Girdled at most of base. Healthy appearing, but unsure of long-term health.



Tree #: 17
Common Name: American Elm
Botanical Name: *Ulmus americana*
Placement: Tree City flag triangle
(intersection of Summer & Water Streets)
Year Planted: 2021
Label: Yes.
Native to NH: Yes.
Funding Source: Public Works Dept.

Notes: Healthy.

Nota Bene:

1. Two other Sweet Gum (*Liquidambar styraciflua*) were planted at Lincoln Street School in 2021. These are the same as tree #4 but are not shown. Both are labelled. One planted by Tree Committee, one planted in honor of Robinson Seminary volunteer, Jodie Pellerin.
2. One additional Red Maples (*Acer rubrum*) was planted in Gilman Park. It did not survive.

Trees Planted and/or Labeled								
July 11, 2023								
Common Name	Botanical Name	Placement	Planted by Tree Committee	Funded by	Native to NH	Label	Notes on health of tree	Graded health June 2023 5= best
Black Locust	<i>Robina pseudoacacia</i>	Swasey	no		no	yes		
Crabapple	<i>Malus sylvestris</i>	Swasey	no		no	yes		
Paper Birch	<i>Betula papyrifera</i>	Swasey	no		yes	yes		
Pin Oak	<i>Quercus palustris</i>	Swasey	no		yes	yes		
Red Maple	<i>Acer rubrum</i>	Swasey	no		yes	yes		
River Birch	<i>Betula nigra</i>	Swasey	no		yes	yes		
River Birch	<i>Betula nigra</i>	Swasey	no		yes	yes		
Serviceberry	<i>Amelanchier spp.</i>	Swasey	no		yes	yes		
Tree Lilac	<i>Syringa reticulata</i>	Swasey	no		no	yes		
White Ash	<i>Fraxinus americana</i>	Swasey	no		yes	yes		
Witch Hazel	<i>Hamamelis virginiana</i>	Swasey	no		yes	yes		
Shagbark Hickory	<i>Carya ovata</i>	Townhouse Common	no		yes			
Silver Maple	<i>Acer saccharinum</i>	Townhouse Common	no		yes			
American Elm/Princeton I	<i>Ulmus americana 'Princeton'</i>	Lincoln Street, by Buddy Bench	yes 2020	Tree Comm	yes	yes		5
Red Maple/October Glory	<i>Acer rubrum 'October Glory'</i>	Gilman Park (7)	yes 2021	Parks and Rec	yes	yes	2 need to be replaced. Only saw 6	
Kwanzan Flowering Cher	<i>Prunus serrulata 'Kwanzan'</i>	Park Street Common ^a	yes 2021	Neighborhood		yes, memorial	in bloom june 2023	5
Pin Oak	<i>Quercus palustris</i>	Park Street Common ^a	yes 2021	Neighborhood		yes, memorial	some dead branches	4
Sugar Maple	<i>Acer saccharum</i>	Park Street Common ^a	yes 2021	Neighborhood		yes, memorial	looks great. Big.	5
American Elm	<i>Ulmus americana</i>	Triangle Summer St	yes 2021	Public Works	yes	yes	2nd one doing well. Needs mulch	5
Sweet Gum	<i>Liquidambar styraciflua</i>	Lincoln Street (2)	yes 2022	LSS	yes	yes		5
American Elm	<i>Ulmus americana</i>	Main Street (2)	yes 2022	MSS	yes	yes	too close to each other	
Sugar Maple	<i>Acer saccharinum</i>	Lincoln Street School*	yes 2023	LSS grant	yes			5
Tuliptree/Tulip Poplar	<i>Liriodendron tulipifera</i>	Lincoln Street School*	yes 2023	LSS grant	no			5
Total trees planted: 18								
^a planted in conjunction with Park Street neighbors as memorial trees								
*planted as part of annual Arbor Day event. Coordinated with the LSS Green Team and Public Works.								
one sweet gum planted at LSS in honor of Jodie Pellerin, Robinson Seminary trustee. Funded by Robinson Seminary.								

EECBG Application – Kristen Murphy, Conservation & Sustainability Planner

**TOWN OF EXETER
PLANNING DEPARTMENT MEMORANDUM**

Date: July 20th, 2023
To: Russ Dean, Town Manager and Exeter Select Board
From: Kristen Murphy, Conservation and Sustainability Planner
Renay Allen, Chair, Energy Committee
Subject: EECB Grant Support

On behalf of the Energy Committee, we are seeking Select Board support to file a \$200,000 grant application that could be used as seed money for manufactured housing residents in Exeter to help them qualify for the NH Saves program. The NH Saves program helps fund measures to improve building energy efficiency and currently provides a \$2,000 match for implementing these types of retrofits. In order to receive the \$2,000 however, you need to have \$2,000 of your own to invest, which is a financial barrier for many.

The Department of Energy is offering an Energy Efficiency and Conservation Block Grant (EECB) to help underserved community members. This grant could provide the Town with 100% of the seed money necessary to make the NH Saves program attainable those most in need.

To complete the project, we would partner with Ben Stephenson of Unitil (NH Saves program), Dana Nute of Resilient Buildings (energy auditor/retrofitter), and Jeannie Oliver (administrator for NH Community Loan Fund, ROCNH). Residents would apply through the NH Saves program, NH Saves would notify us of their qualifications, and the first 100 qualified applicants would receive a \$2,000 seed grant from the Town, earning them \$4,000 total in energy efficiency upgrades.

We submitted a concept paper to DOE to determine if this project would meet the grant intent and are pleased to say we were invited to submit a full grant application. The full application is due August 7th. Indication of your support is a critical component to demonstrating the viability of this project.

Suggested Motion:

To vote in support of the Energy Committee and Planning Department's application for an EECG Grant.

Black Heritage Pocket Park Update – Renay Allen



Black Heritage pocket park proposal for 2023

3 messages

RM Allen <rmallennh@gmail.com>

Sun, Jun 18, 2023 at 7:46 PM

To: Russ Dean <rdean@exeternh.gov>, Melissa Roy <mroy@exeternh.gov>, Niko Papakonstantis <npapakonstantis@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>

Hello Russ, Melissa, Niko, and Pam,

Please accept this updated proposal for the long-awaited pocket park.

I think our cmte has provided a win-win in regards to the location.

If you would like me/us to appear before the selectboard at some point, just let me know when you have an opening on the agenda.

As you know, I researched the Black community and wrote a series of small mystery books. I pledged the profits from these stories to place tangible evidence in the downtown of Exeter that this community once existed and contributed to Exeter's common-wealth. My first large donation went to the AIM this winter, and has resulted in a granite step engraved with the name of Pvt. Jude Hall. There is an unveiling ceremony on Monday June 19th at 5pm. Apparently Maggie Hassan will come and speak at it as well as colonial costumed musket men and fife and drummers, etc. (Excellent Exeter-style program, created by the new Events Director at AIM, Alena Shellenbean.) No rain please!

My remaining profits will go to this BHTNH stone. I trust that the town planner/ parks and rec folks can come up with one of the black metal public benches, whether brand new, or just moved from somewhere else.

Thanks for your consideration,
Renay Allen

2 attachments

BHTNH marker samples.jpg
703K

 **Updated Black Heritage Pocket Park proposal June 2023 for Select Board.pdf**
114K

Pam McElroy <pmcelroy@exeternh.gov>

Tue, Jun 20, 2023 at 9:59 AM

To: RM Allen <rmallennh@gmail.com>

Thank you Renay. I'll let you know when you'll be scheduled for a Select Board meeting. Have a good day.

[Quoted text hidden]

--

*Pam McElroy***Town of Exeter**

Senior Executive Assistant, Town Manager's Office

603-773-6102

Human Services Administrator

603-773-6116

PORTSMOUTH Heritage Trail

Black Heritage Trail of New Hampshire Marker Project

The Black Heritage Trail of New Hampshire will offer presentation in each region of New Hampshire. Local research will form part of a whole that traces changes in a population beginning ca. 1645. Sites will be well researched from primary sources wherever available including archived records, probate records, court records, government records, town histories, etc. BHTNH will provide guidance and training when needed that will ensure excellence in research, documentation, presentation and interpretation when dealing with contested history.

Mapping a Black History Path in NH



Hancock



Windham



Kittery



Portsmouth



Andover



Warner

Exeter's Black Heritage Pocket-Park Update

June 18, 2023, Renay Allen

Dear Select Board,

For a number of years, a volunteer ad-hoc committee has been working on the idea of creating, in partnership with the Black Heritage Trail of New Hampshire (BHTNH), a small pocket-park. This park would consist of a bench and a stone embedded with a marker to honor the historic Black community.

The original proposed placement on Swasey Parkway has held us up, as the parkway has been subject to two citizens votes for unrelated issues, and currently is blocked for a sewer siphon project.

We now propose a location on town property adjacent to the parkway, which will negate all future issues with the Swasey Parkway Trustees related timetables.

The new location is on the Water Street side of the Swasey Parkway stone wall entrance gates (on the left). It currently hosts a small shade garden and a large American Flag. We feel that a bench on one side of the flagpole and a low stone marker on the other side of the flagpole would integrate nicely into the spot, with minimal work.

We propose to install the stone and bench and have a small ceremony in early May 2024, prior to Memorial Day. The Black Heritage Trail will create and co-host a public ceremony once the installation is complete.

In partnership with the BHTNH, our committee will provide the required matching monies for the large stone and embedded BHTNH metal marker. We ask that the Exeter DPW place the stone and bench, in accordance with our landscape architect's plan. We ask that the town provide a bench similar to those already around town. The logistics are: the stone is placed, and the marker company comes later to inset and affix the metal marker. The marker text will be agreed upon and sent to you ahead of time, as a courtesy.

This pocket-park is smaller than our original concept. However, we envision in the future a phase 2 of this project that can involve a small "forum" area just behind the Swasey stone wall – in our original targeted space under the pine trees alongside the DTC building.

This "forum" area would be a gathering place for ceremonies and education on the historic Black community, and more. It would be wonderful to have phase 2 completed before America's 250th anniversary, which will be bringing many visitors to Exeter - "The Revolutionary Capital of NH."

Thanks for your consideration of this donation.

Attachment:

- Samples of current BHTNH markers on stone

Accept \$5,200 in Police Unanticipated Revenue – Town Manager



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 777-1514

www.exeternh.gov

TO: EXETER SELECT BOARD AND TOWN MANAGER
FROM: COREY STEVENS, FINANCE DIRECTOR
SUBJECT: POLICE DEPARTMENT UNANTICIPATED REVENUE
DATE: JULY 24, 2023

Earlier this year the Police Department purchased body-worn cameras for its officers. As part of the contract with the vendor, Utility, the Police Department received a refund of \$5,200 for the retro-fitting of officer uniforms to accommodate the cameras.

Under RSA 31:95-b, notice of the unanticipated moneys shall be posted in the agenda of any regular meeting of the Select Board. The notice, along with acceptance of the money, shall also be included in the minutes of such meeting.

I recommend accepting this refund as unanticipated revenue at the Select Board's July 24th, 2023 meeting.

Corey

Accept \$14,972.50 in Police Unanticipated Revenue – Town Manager

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 PD Highway Safety Grant **Grant Agreement #:** 24-058

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name EXETER POLICE DEPARTMENT		1.4. Subrecipient Address 20 Court Street Exeter NH 03820	
Chief of Police Name: Stephan Poulin		Chief of Police email: spoulin@exeternh.gov	
Grant Contact Name: Stephan Poulin		Grant Contact's email: spoulin@exeternh.gov	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify)) Town Government		1.4.2 UEI # Y7KKYN9JFBK1 Exp Date: 06/22/2023	
1.5. Subrecipient Phone # 603-772-1212	1.6. Effective Date 10/01/2023	1.7. Completion Date 09/30/2024	1.8. Grant Limitation \$ 14,972.50 <small>(Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii))</small>
1.9. Grant Officer for State Agency James Gilbert/Stephen Fisher		1.10. State Agency Telephone Number 603-271-2021/603-271-6708	
"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 Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on 7 / / , 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.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X _____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) 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) by reporting to 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;
- Unique entity identifier (generated by SAM.gov);
- 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 [and its subrecipients] 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);
 - **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
 - **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - **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** (preventing 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);
 - **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
 - **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
1. **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)⁽¹⁾ in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees,

contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

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 counseling, 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 Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 - 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-awards at all tiers (including subcontracts, subgrants, 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.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal 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 personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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. The NHTSA website (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 annual grant application 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. 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 on behalf 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 on behalf 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.)
4. 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))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. 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 triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands. (23 U.S.C. 402(b)(1)(F))
7. 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))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (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 its 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.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 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.

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.

(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 through 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 pass-through 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 pass-through 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.

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

(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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49563, Aug. 13, 2020]

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.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

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:

Signors Printed Name: Signors Title:

EXHIBIT A

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT PATROLS	\$2,900.00	\$725.00
DUI ENFORCEMENT	\$2,700.00	\$675.00
DISTRACTED DRIVING	\$1,600.00	\$400.00
PEDESTRIAN BICYCLE	\$0.00	\$0.00
JOIN THE NH CLIQUE	\$850.00	\$212.50
DRIVE SOBER OR GET PULLED OVER	\$1,700.00	\$425.00
U DRIVE, U TEXT, U PAY	\$850.00	\$212.50
E-CRASH EQUIPMENT (MDT)	\$0.00	\$0.00
E-CRASH EQUIPMENT (Printers/Scanners/Receivers/Software)	\$0.00	\$0.00
SPEED EQUIPMENT	\$4,372.50	\$1,457.50
C.A.R. EQUIPMENT	\$0.00	\$0.00
C.A.R. TRAINING	\$0.00	\$0.00
EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment)	\$0.00	\$0.00
Community Outreach & Betterment (COB) Grant	\$0.00	\$0.00
Total <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>	\$ 14,972.50	\$4,107.50

Awarding Agency: Office of Highway Safety (OHS)
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 55 Broadway, RTV-8E Cambridge, MA 02142
Budget period (new) – 10/01/2023 to 09/30/2024
Is This a Research and Development Project: 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 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** 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)

- Over-Time COB Grant reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
 3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
 4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
 5. Copies of all COB Grant related invoices and/or receipts.
- 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:

Signors Printed Name:

Signors Title:

Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY24)

SPEED ENFORCEMENT PATROLS

PSP & Task 24-02-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

SPEED EQUIPMENT

PSP & Task 24-02-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

DUI ENFORCEMENT

PSP & Task 24-07-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

DISTRACTED DRIVING

PSP & Task 24-04-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

PEDESTRIAN BICYCLE

PSP & Task 24-06-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

JOIN THE NH CLIQUE

PSP & Task 24-01-04 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

DRIVE SOBER OR GET PULLED OVER

PSP & Task 24-07-11 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

U DRIVE, U TEXT, U PAY

PSP & Task 24-04-11 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

E-CRASH EQUIPMENT (MDT)

PSP & Task 24-03-06 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

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

PSP & Task 24-03-06 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment)

PSP & Task 24-10-03 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 69A3752230SUP4020NH0, 69A3752330SUP4020NH0

COMMUNITY OUTREACH & BETTERMENT (COB) GRANT

PSP & Task 24-09-03 FAST Act 402/Bil/Sup

ASSISTANCE LISTING NUMBER: 20.600

FAIN Number (Subaward): 69A37521300004020NH0, 69A37522300004020NH0, 69A37523300004020NH0, 69A3752400004020NH0, 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: _____
Date: _____

Grantee Initials: _____
Date: _____

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: _____
Date: _____

Grantee Initials: _____
Date: _____

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: _____
Date: _____

Grantee Initials: _____
Date: _____

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 Representatives at HWYSAFETYMAIL@dos.nh.gov, *in advance*, if a mobilization effort will **not** be conducted.

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 - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

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 - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 1st Quarter*
- **\$850- Required Dates of the second mobilization:**
 - One 3-4 hour patrol conducted on kickoff day - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 4th Quarter*

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 - *TBD*
 - The remaining patrol hours shall be conducted between - *TBD, 3rd Quarter*

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is \$5,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Final written approval must be given prior to purchases of equipment.

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current speed enforcement grantees only.
- Funded enforcement grants must be conducted in order to obtain current speed enforcement equipment.
 - Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year – 1 maximum
 - Movable Radar Speed Display Sign – 3 maximum
 - Hand Held LiDAR Unit – 5 maximum
 - X**In Car Radar Unit– 5 maximum
 - Traffic Data Recording Device – 3 maximum
- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- It is required that a speed enforcement efforts be conducted in problem areas identified by data produced by radar trailers and or radar display signs.
- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety as requested.
- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.
- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.
- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.
- Hand held LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.
- Purchased equipment must be deployed within 30 days of receiving equipment.
- All equipment must be purchased prior to the end of the 3rd Quarter, June 30. Equipment Reimbursements must be submitted no later than July 15.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Classification and Wage Update

Tax Abatements, Veterans Credits & Exemptions

Permits & Approvals



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 777-1514

www.exeternh.gov

TO: EXETER SELECT BOARD AND TOWN MANAGER
FROM: COREY STEVENS, FINANCE DIRECTOR
SUBJECT: LEASE-PURCHASE FINANCING FOR 2023
DATE: JULY 24, 2023

As you will recall, in March of this year voters approved the purchase of a vector truck (Article #13) and a sidewalk tractor (Article #16) through lease-purchase arrangements. The town solicited financing packages from two different sources. TD Bank proved to be the more competitive bid again this year with an interest rate of 4.36% for 7 years on the vector truck, and 4.5% for 5 years on the sidewalk tractor. The alternative bids were for 4.93% and higher.

Interest rates were volatile through May and June as Congress and the White House worked through resolution of debt ceiling negotiations. As a result, I felt it best to wait until late June to finalize borrowing terms.

I request the Board's approval to move forward with TD Bank's financing proposals at this time. I also request that the Chair sign the attached Lease Resolutions (two of them) authorizing the Town Manager to execute all documents related to the closing on this financing.

Corey

Lease - Purchase

Niko to

Sign (2) docs

Form of

LESSEE RESOLUTION

A RESOLUTION OF TOWN OF EXETER, NEW HAMPSHIRE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the Town of Exeter, New Hampshire, a body politic and corporate duly organized and existing as a political subdivision of the State of New Hampshire ("Lessee"), is authorized by the laws of the State of New Hampshire to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$177,000.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$177,000.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Town Manager of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Town Manager of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Bank Qualified only BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this 24th day of July 2023

TOWN OF EXETER, NEW HAMPSHIRE

By: _____

Name: Niko Papakonstantis

Title: Chair of the Select Board

Form of

LESSEE RESOLUTION

A RESOLUTION OF TOWN OF EXETER, NEW HAMPSHIRE AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the Town of Exeter, New Hampshire, a body politic and corporate duly organized and existing as a political subdivision of the State of New Hampshire ("Lessee"), is authorized by the laws of the State of New Hampshire to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$537,775.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$537,775.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Town Manager of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Town Manager of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Bank Qualified only BE IT FURTHER RESOLVED, that pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this 24th day of July 2023.

TOWN OF EXETER, NEW HAMPSHIRE

By: _____

Name: Niko Papakonstantis

Title: Chair of the Select Board

Correspondence

Budget Recommendations Committee Schedule

***Wednesday, July 26, 2023 – Budget Recommendations Committee Kick-Off Meeting – 6:30PM
(Location: Nowak Room, Town Offices)***

***Wednesday, September 27, 2023 – Preliminary Budget Presentation and Subcommittee Report
Presentation – 6:30PM (Location: Nowak Room, Town Offices)***

Friday, October 20, 2023 – General Government:

All Day Meeting from 8:30AM-4:30PM (Location and Assigned Times: TBD)

(General Government includes Town Manager, Select Board, Human Resources, Welfare, Information Technology, Planning, Heritage Commission, Historic District Commission, Conservation Commission, Zoning, Building and Inspection, Assessing, Tax, Town Clerk, Moderator. Economic Development, Debt Service, Finance and Treasurer).

***The following meetings are Full Budget Recommendation Committee Meetings and are
scheduled to begin at 6:30PM (Location is TBD)***

Wednesday, October 25, 2023 - Department of Public Works - General

Wednesday, November 1, 2023 - Police and Fire Departments

Wednesday, November 8, 2023 - Parks & Recreation, Library, Welfare and Human Services

Tuesday, November 14, 2023 - DPW / Water & Sewer

Thursday, November 16, 2023 - CIP and Budget Wrap Up

*****Tuesday, November 21, 2023 - (Reserved, if needed)*****

Note: Subcommittee meeting dates are TBD by Sub-committee chair.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

EMAIL ONLY

October 4, 2017

Brian Comeau, Fire Chief
Town of Exeter
20 Court Street
Exeter, NH 03833

Subject: Exeter – Exeter Sportsman's Club, Water Works Pond Road
DES Site #200212050, Project #12496

2018 Supplemental Site Characterization Scope of Work and Schedule,
prepared by AECOM, dated September 5, 2017

Dear Mr. Comeau:

The New Hampshire Department of Environmental Services (NHDES) has reviewed the above referenced Supplemental Site Characterization Scope of Work and Schedule that was submitted by AECOM on your behalf. NHDES generally approves of the phased investigation approach and schedule as outlined in the Scope of Work; however, we request clarification or provide comment on the following aspects of the proposed work.

- Area 1 Soil Borings and Area 3 Groundwater – The soil boring intended to characterize soil in the vicinity of existing well MW-4 is located within the previously remediated Area 1. The Corrective Action Report associated with the remedial action dated October 1, 2014 indicated soil was excavated in this area to a depth of 15-24 inches. Based on the report it appears that this area was backfilled to establish grade, and then approximately 3-inches of loam was imported, followed by seeding for restoration purposes. It is unclear if imported fill was used to backfill Area 1 or on-site soil was reused to establish the grade in this area. Please clarify what AECOM is anticipating to be encountered (fill material, native material, etc.), and sampled at the proposed sample intervals at this location (0 to 6 inches and 10 to 12 feet below ground surface [bgs]).
- Areas 1, 2, and 3 Groundwater Sampling – Please ensure that the newly installed well is allowed to equilibrate a minimum of 2 weeks following installation (and development), prior to sampling.
- Area 3 Tributary on Blanchard Property - Based on AECOM's description of Site conditions, at this time NHDES concurs that it is appropriate to compare analytical data results from the tributary "soil" to the Soil Remediation Standards (SRS) included in the Env-Or 600 rules. However, please note that based on the conditions of the soil/sediment observed at the time of sampling, it may be appropriate to consider comparing data against published, peer-reviewed screening level contaminant lists for sediment (i.e. NOAA 1999 – SQuiRT Tables [NOAA Hazmat Report 99-1], etc.).

www.des.nh.gov

PO Box 95, 29 Hazen Drive, Concord, NH 03302-0095

Telephone: (603) 271-2908 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

Brian Comeau
DES #200212050
October 4, 2017
Page 2 of 2

With the inclusion or clarification of these comments, NHDES approves the Scope of Work and investigation schedule provided by AECOM. Should you have any questions, please contact me at NHDES' Waste Management Division.

Sincerely,



Amy T. Doherty, P.G.
Hazardous Waste Remediation Bureau
Tel: (603) 271-1169
Fax: (603) 271-2181
Email: amy.doherty@des.nh.gov

cc: Karlee Kenison, PG, Administrator, HWRB
Bettina Eames, AECOM
Gary Garfield, AECOM
Russ Dean, Town Manager, Town of Exeter
Tim Copeland, Exeter Sportsman's Club
Attention Health Officer, Town of Exeter

July 2023

Dear Neighbor,

The intent of this letter is to keep Eversource Energy customers and abutting property owners informed about electric system work being conducted in their area.

Soon crews from an Eversource contractor will begin work replacing existing wood transmission structures on or near your property in the communities of Fremont, Brentwood, Exeter, and Stratham, N.H.

What You Can Expect

Since your property is on or near the project route, here is important information about how we will work in your neighborhood:

- **Reliable Service:** Be assured that this work will not interrupt electric service to your property.
- **Proper Identification:** All people working on this project will carry identification.
- **Where We Will Be Working:** Construction activity will take place within the power line corridor between Taylor Lane in Fremont, NH and Great Bay Substation in Stratham, NH.
- **Construction Hours:** Typical construction hours are Monday through Saturday, 7 a.m. through 7 p.m. If longer work hours are needed, we will request permission from municipal officials as applicable.
- **Construction Activities:** Construction will occur in phases, including the following:
 - Crews conducting survey digging in certain areas prior to construction activities.
 - Construction vehicles in the power line corridor, including heavy equipment, though we will make every effort to minimize any impact to your property.
 - Site grading, mowing/vegetation removal, adding gravel to the access road, and setting timber mats in wetland areas.
 - The new structures will be of similar height and placed near the existing structures.
 - When the project is completed, crews will restore areas that were disturbed by the work.
- **Project Completion:** We expect all work, including restoration, to be complete in spring 2024. Please keep in mind that the schedule may change due to weather and other unexpected circumstances.

Health and Safety Is Our Top Priority

Please know that Eversource remains committed to prioritizing public health as well as the health of employees and contractors. All Eversource personnel follow applicable health and safety guidelines to help prevent the spread of COVID-19.

For More Information

Keeping the lines of communication open is important to us. Project inquiries can be directed to Kaitlin Griffin at kaitlin.griffin@eversource.com. You can also contact our **project hotline at 1-888-926-5334** or send an email to NHProjectsInfo@eversource.com.

Eversource is committed to being a good neighbor and doing our work with respect for you and your property. We will continue to provide regular project notifications via mailings, phone calls and/or emails. Thank you for your patience as this important project moves forward.

Sincerely,

*Kaitlin Griffin*Kaitlin Griffin
Eversource Project Services

The following are the upcoming stages of the construction process associated with this transmission structure replacement work:

Work Area Preparation

Construction vehicles and equipment must be able to access each transmission structure. For these vehicles, we will build or enhance gravel roads to provide access to structure locations. We'll also install level work pads to create a stable work area for equipment, such as drill rigs and cranes.

We use timber mats in or around wetlands to protect these environmentally sensitive areas. Temporary soil erosion and sedimentation controls (for example, silt fences and straw bales) and other environmental controls may be installed near the work areas during construction. We will maintain these controls as needed throughout the construction process. Typically, these environmental controls are removed after construction, though some may remain until the area is restored.

Foundation Drilling

When required, drilling activities usually take place for a few days at each location where structures are being replaced. Depending on soil conditions, the drilling may last longer. The size of the hole will also vary with the size of the new structure and soil conditions. At the end of the workday, any open foundation holes will be safely covered and secured. Once we complete the foundation installation, we will assemble and install the new structures.

New Structure Installations and Modifications to Existing Structures

Once the foundations are complete, we'll begin installing the new steel replacement structures. Steel structures often come in sections that are assembled on site. The structure pieces will be delivered to the power line corridor in advance of this installation process. Cranes and/or bucket trucks are used to lift the structures and set them into position on the foundations.

Where existing structures are being modified, crews will climb the structure or use bucket trucks to make the necessary modifications. Generally, it takes one to three days to assemble and erect each new structure or modify an existing structure.

Existing Structure Removal

The existing structures being replaced will be taken apart and removed from the site. Where needed, the old concrete foundations will be removed, and the hole filled with soil. We will recycle or properly dispose of all material removed from the site.



Photos show typical work areas and are for illustration only.

Lease Agreement

This agreement (the "Agreement") is made and entered into by and between **THE TOWN OF EXETER, NH**, with an address of 10 Front Street, Exeter, New Hampshire, 03833, hereinafter referred to as "Lessor" and **THE EXETER AREA CHAMBER OF COMMERCE**, a 501c6 organization with an address of 120 Front Street, Exeter, New Hampshire 03833, hereinafter referred to as "Lessee".

WHEREAS, the Lessor is the owner of the property located at 9 Front Street, Exeter, Rockingham County, New Hampshire (hereinafter referred to as "the Premises") and further described on the attached Exhibit A and;

WHEREAS, the Lessee desires to lease/rent a portion of the Premises;

NOW THEREFORE, the parties agree and bind themselves as follows:

1. **Term:** This lease shall commence on September 1st, 2020 and shall continue for thirty six (36) months, ending on September 1st, 2023.
2. **Extension:** At the end of the lease term, the term may be extended up to sixty (60) months by mutual consent of the parties.
3. **Rent:** The Lessee shall pay an annual rent of \$6,000 for each 12-month period payable in 12 equal monthly installments due on the first business day of each month.
4. **Property Taxes:** The Lessee acknowledges the lessee's obligations to pay property taxes per RSA 72-23. It is agreed that the aforementioned rent of \$6,000 per year includes any real or personal property tax obligations. Further, it is agreed that the lessee shall have no obligation to pay real or personal property taxes on structures or improvements added to benefit the Lessor.
5. **Leased Space:** The space leased shall be defined as 700 square feet located in the one room shown in the attached sketch formerly occupied by the Exeter District Court . The sketch is hereby made part of this lease (attached herein as Appendix A).
6. **Utilities:** The Lessor agrees to provide electrical service, heat, water and sewer for said space for no additional cost.
7. **Visitor and Tourism Services:** The Lessee agrees to provide visitor and tourism services to the general public from the leased space as it deems appropriate.

8. **Custodial Services:** The Lessee agrees to provide routine custodial services (cleaning, trash removal, maintenance of Lessee owned equipment, furniture and fixtures) for the leased space at the Lessee's expense. The Lessor agrees to provide all other maintenance services at Lessor's expense.

Alteration of Premises: The Lessee agrees to obtain prior Lessor approval for any renovations.

9. **Signage:** The Lessee will place exterior signage and lettering on the building as is permitted by Town sign ordinance and may use the hardware above the exterior door for this purpose. The signage will indicate that the space is offices for the Chamber of Commerce.

10. **Termination:** The Lessor may terminate this lease with 30 days notice to Lessee in the event of an unplanned urgent need for the space. The Lessee may terminate this lease with 30 days notice to the Lessor.

11. **Insurance:** The Lessee agrees to carry comprehensive general liability insurance that will insure against a combined loss of not less than One Million Dollars (\$1,000,000.00) for each occurrence. Lessee agrees to deliver to Lessor within sixty (60) days of commencement of the term, hereof, a certificate or certificates from an insurance company satisfactory to Lessor, evidencing such insurance and naming Lessor as an "additional insured".

12. The parties agree that upon termination of this lease, the repaired judge's bench will remain in the space, and any improvements made to the space will revert to the lessor.

13. Amendments to this lease shall be made upon mutual consent of the parties. Amendments shall be in writing.


The parties hereby agree to the terms of this lease by affixing their signatures on this 30th day of September, 2020.

WHEREFOR, the Lessor, the Town of Exeter, New Hampshire, by and through the Selectboard, or its Town Manager, duly authorized, has hereunto subscribed its name this 30th day of September, 2020 and Lessee, the Exeter Area Chamber of Commerce, by and through its Board of Directors or its duly authorized designee has subscribed its name this ____ day of ____. 2020.

LESSEE

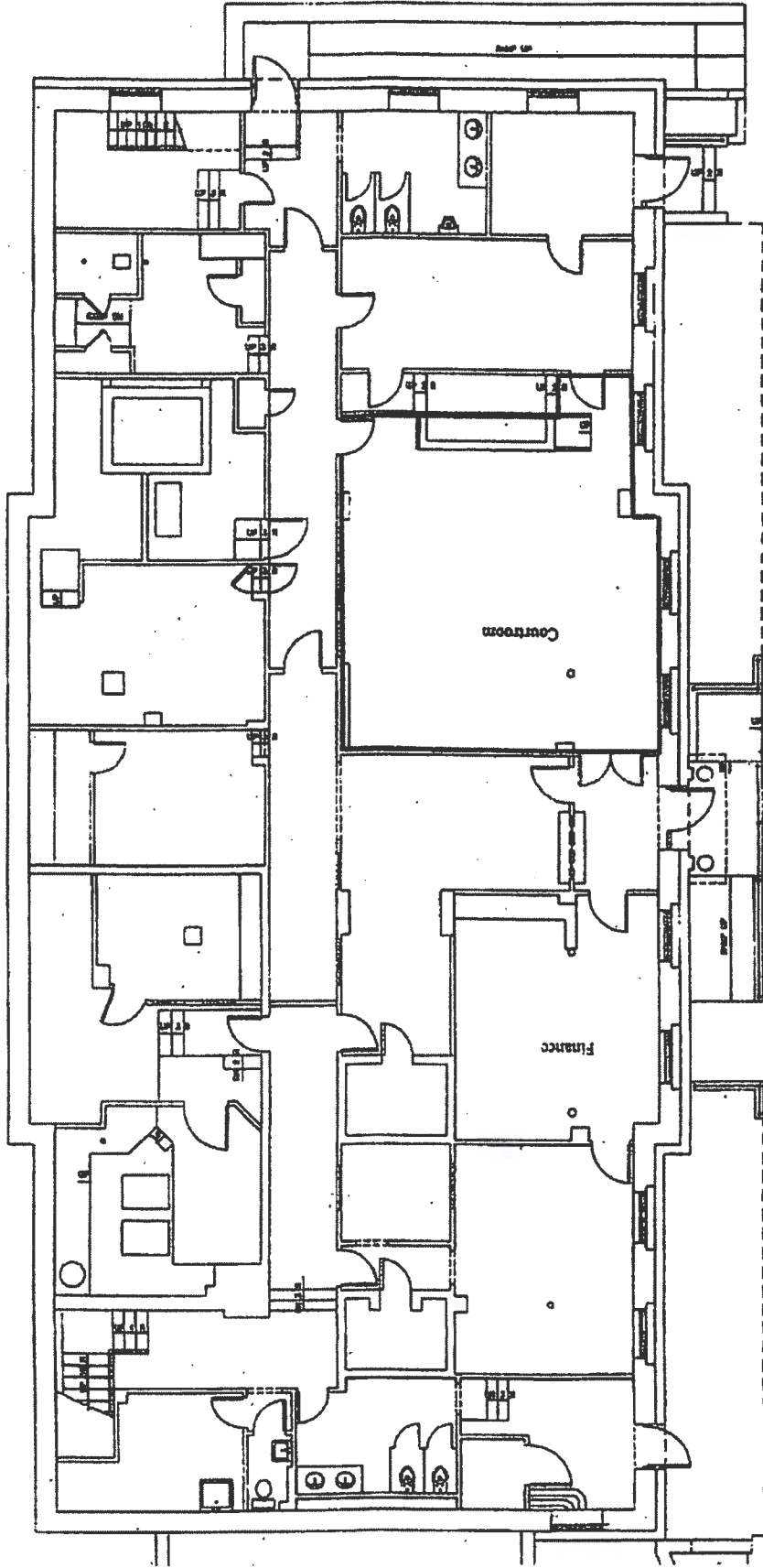
By: _____
Authorized Signature
Date: _____

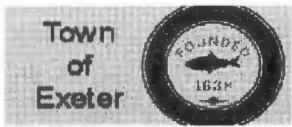
LESSOR

By: 
Authorized Signature
Date: 9/30/20

Town Hall
GROUND FLOOR

Appendix A





Russ Dean <rdean@exeternh.gov>

Digital Conversion

1 message

H F Godino <deweyexeter1@comcast.net>

Fri, Jul 21, 2023 at 9:33 AM

To: "Bisson, Greg" <gbisson@exeternh.gov>, Corey Stevens <cstevens@exeternh.gov>, "Dean, Russ" <rdean@exeternh.gov>, "Eastman, Doug" <deastman@exeternh.gov>, "Kohler, Andi" <akohler@exeternh.gov>, Pam McElroy <pmcelroy@exeternh.gov>, "Poulin, Stephen" <spoulin@exeternh.gov>, "Roy, Melissa" <mroy@exeternh.gov>, "Sharples, Dave" <dsharples@exeternh.gov>, "Swanson, Andy" <aswanson@exeternh.gov>, "Vlasich, Paul" <pvlasich@exeternh.gov>, "Whitten, Janet" <jwhitten@exeternh.gov>, "Wilking, Eric" <ewilking@exeternh.gov>, "Winham, Darren" <dwinham@exeternh.gov>

Good morning,

I just wanted to share some information with you concerning the digital conversion equipment we now have available to the public at the Exeter Library.

Save your family history...for FREE at Exeter Public Library.

Exeter Public Library invites families and historians to visit Exeter Public Library's new Digital Conversion Center. Do you have a box of old film reels, slides, photos, CDs, VHS, camcorder tapes, and DVDs? Wonder what's on that strip of negatives you found at the bottom of a draw? Visit the library and convert your analog memories into digital content for FREE. Exeter Public Library has created, as part of the Nancy Carnegie Merrill Historical Room, a new Digital Conversion Center with machines able to convert analog film and photos to digital content. Contact the library today to reserve your time in the History Room. You do not have to be a library member in order to use the equipment. Just bring your media, plus a storage device. We will provide a laptop with the appropriate software and any other needed equipment and cables. If you need a storage device, the library will have USB thumb drives, CD-RW's, and SD cards available for sale.

Hope