

SELECT BOARD MEETING AGENDA

DATE: Monday, October 23, 2017 at 6:30 pm
HELD: Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee

The Select Board reserves the right to make changes as deemed necessary during the meeting. Public Comment limited to 3 minutes.

1. Call meeting to Order – 6:30 pm
2. Public Comment
3. James Morse, ORCSD Superintendent – School Update
4. Tom Dronsfield, Police Chief – Grants to Perform Extra Patrols
 - a. Distracted Driver Grant
 - b. STEP Grant
 - c. DWI Patrols Grant
 - d. E-Ticket Grant – *To obtain another E-Ticket System*
5. Randy Stevens, Highway Supervisor - Update on the Tuttle Road Culvert Replacement Project
Present the engineer's 3 options for the type of replacement. Discuss potential FEMA funding.
6. Scott Nemet, Fire Chief – Fire Truck Ford F-150
Discuss the repairs needed to this truck in order to pass NH State inspection.
7. Scott Bugbee, Selectman – Staff Training & Lunch
8. Julie Glover, Town Administration
 - a. *Setting the 2017 Tax Rate*
 - b. *Facility Committee and Select Board Plans for Town Buildings in E-Crier*
 - c. *LUCA – 2020 Census*
 - d. *Roof Repairs at the Public Safety Complex*
 - e. *Flu Clinic*
 - f. *Miscellaneous*
9. Motion to accept the Consent Agenda as presented:
 - a. *Merit Policy Final*
 - b. *Credit Card Policy Final*
 - c. *Yield Tax Levy*
 - d. *Forest Fire Warden/Deputy Reappointment*
 - e. *Sustainability Committee "Water Awareness" Packet*
 - f. *Public Meeting Minutes from 10/09/2017*
 - g. *Manifest #8*
 - h. *Weeks Payroll Ending October 22, 2017*
10. Motion to enter into Non-Public Session–NH RSA 91-A:3II (a) Personnel (e) Legal Roll Call Vote required
11. Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.
12. Miscellaneous/Unfinished Business
13. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on October 20, 2017

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.

Thank you for this opportunity to speak to you and share information about the Oyster River Cooperative School District.

October 1, 2017 Enrollment

Enrollment continues to grow. The October 1, 2017 student count was 2,148 which includes our tuition students but does not include up to 40 pre-school students. At this time last year, we had 2115 students. The breakdown: Mast Way has grown to 352 students compared to 320 last year. Moharimet has 343 students compared to 373 last year. We now have experienced three years of Kindergarten growth at Mast Way that has exceeded Kindergarten growth at Moharimet. This year is the first time since I've been superintendent that Mast Way School has had more students than the Moharimet School. Oyster River Middle School has 660 students compared to 656 last year and the High School has 793 students compared to 766 last year.

School Board Goals 2017-18 – Approved June 21, 2017

This year we will divide our goals into two categories: Monitoring/Continuing Goals and Action Goals.

Monitoring and Continuing Goals: These involve the continuation and evaluation of initiatives that are underway:

- To evaluate the effects of the change in start time, including the impact on students, parents, and transportation.
- To evaluate the effects on students of homework, (including amount, learning value, and coordination), the master schedule, and course load in the high school to determine if any practices should be changed.
- To evaluate the effectiveness of the competency reporting system that will be used in grades 6 and 7 of the middle school, and to determine if the 8th grade should continue with the evolving high school system or adopt the 6/7 grade reporting system.
- To monitor the progress on implementing competency-based education in the high school.
- To continue to use various media channels, and to explore new means, to inform the community of initiatives and achievements of the District, with special attention to high school parents and District residents who do not have children in the system.
- To receive reports on implementation of the expanded World Language instruction in the middle school and the implications of these changes for the high school.
- To more fully engage the student body and community on issues of wellness and mental health.

Action Goals: These involve new initiatives or vigorous re-engagement with prior goals.

- To begin developing a strategic plan for 2019-2024 with completion by December 2018.
- To engage in a deliberate review process of the middle school facility with the goal of choosing a plan for renovation/construction by June 2018.

School Board Goals from 2016-17 Approved September 21, 2016 – updated below.

1. Develop a communication strategy that engages the community in a dialogue on key issues (goals 2-6 below)
2. Inform the public of the condition of the Oyster River Middle School Facility and to engage in a dialogue with all stakeholders to determine community priorities.
3. Develop a plan to add Chinese instruction to the middle and high schools. Develop a plan to expand Spanish and French instruction at the middle school.
4. To make decisions regarding start times for all schools for the 2017-18 school year.
5. Engage the community in a dialogue about the mental health and wellness of our student population. Develop a K-12 Trauma Action Plan for School Board review.
6. The MS staff will complete the Competency Plan across all subjects and grades to include Standards and present recommended progress report format to the School Board for approval.

2016-17 Goal 2 ~ Update on Middle School

The building was analyzed by Stephen Blatt Architects from the perspective of how it aligns with the mission of middle school education. The 81-year-old school building is obsolete. There have been 5 additions added from 1935-1996 resulting in an inefficient layout. The building infrastructure, systems and envelope are in poor condition. Excessive mechanical system noise can be heard throughout the building. The HVAC System is dated and the boilers need replacement. There is a serious lack of storage and is not designed for handicapped accessibility.

The recommended classroom size is 900 sq. ft. Currently, about 55% of the classrooms meet minimum recommendation or, 23 out of 43 classrooms. There are 7 classrooms that are under 700 sq. ft., which is roughly 25% smaller than recommended.

The District has done a great job keeping the building repaired and operational, but the age of the building results in deficiencies that cannot be corrected.

The outdoor site circulation layout where parent's drop-off students is chaotic and unsafe. Dennison Drive is a choke point and dangerous with students moving through traffic. The bus loop in back is not separate from the hard play area so there is always the possibility of an accident.

In order to provide an effective and current middle school program, the facility itself must be designed efficiently. An effective middle school provides more program minutes each day, eliminates bottlenecks caused by inappropriate spaces such as the cafeteria, reduces long travel time between classes and activities, and has acceptable acoustic separation between activity spaces.

2016-17 Goal 3 ~ Chinese Language Classes Now an Option for Middle and High School Students

Chinese was added to grades 6-8 and 9-12, and French and Spanish were expanded to grade 6. Chinese is being offered as an after-school program for both elementary schools. We now have two native Chinese teachers teaching the program due to the cooperation of the Confucius Institute who provide funding for the positions. The expansion of French and Spanish to grade 6 was accomplished without additional cost to the taxpayers by rearranging how the program was offered at the middle school.

A first-class middle school facility reflects middle school philosophy of teamwork, engagement and joy and that is why consideration is being given to remodel, relocate or rebuild.

2016-17 Goal 4 ~ Start Time/Late Start

The District implemented a later start for both the middle school and high school. Teenage sleep deprivation is real and documented in numerous studies. After a two-year span of discussions, forums, surveys, School Board presentations, and numerous meetings; the School Board decided to start school later for our teenage population. The academic day now begins at 8:15 AM compared to 7:35 last year and the day ends at 3:05 PM compared to 2:30 last year. In order to start later, many K-4 students now share the afternoon bus. Mast Way, due to its distance from the high school still has six buses that provide transportation exclusively to its K-4 population. Due to a state-wide bus driver shortage we started the school year five bus drivers short. As I write this we are still three drivers short. The driver shortage has increased bus time for some students.

2016-17 Goal 5 ~ Mental Health and Wellness

Over the last year the district has made student mental health and wellness a key focus of our efforts. Working with Doctor Robert Macy of the International Trauma Center we developed a district crisis response plan. Dr. Macy also trained all of our mental health staff and other professional staff in trauma response support counseling. The crisis plan that was developed includes a wide range of response protocols to address traumatic events that impact our students, such as a sudden death of classmate or high profile tragic community event. In addition, all staff have been or are being trained in Connect Suicide Prevention/Intervention protocols. The intention of all this training is to develop a "trauma sensitive" school where all adults can provide basic mental health first aid to assist students at a time of crisis. Last fall, Oyster River Middle and High Schools were part of the NH launch of Change Direction. This is a national campaign geared toward eliminating the stigma attached to mental health issues. As an outgrowth of our involvement in Change Direction, throughout the year middle and

high school students are exposed to mental health related topics geared at managing stress and anxiety. At all levels of the school district staff are actively engaged in efforts to improve our social emotional learning curriculum.

2016-17 Goal 6 ~ Competency Based Education

In the fall of 2017 Oyster River Middle School fully implemented a competency based learning(CBL) system. The intent of a CBL is to make learning goals transparent for students, teachers and parents. The CBL approach to instruction allows for multiple pathways for a student to demonstrate understanding toward the same outcome. This kind of differentiation increases student engagement and motivation. Throughout the CBL process students receive meaningful feedback and opportunities to relearn, revise, and reassess. More direct feedback helps students understand their strengths and areas in need of improvement. In a CBL system grades should reflect what students know and are able to do.

The ORMS staff are actively engaged in communicating with parents and guardians to make sure all understand this new method of evaluation. On the middle school web site are multiple links to useful resources to help parents better understand the competency based approach. Principal Richard and his CBL committee will work throughout the school year to support parents and families as we make the transition to this new system.

Additional On-going District Updates:

Smarter Balanced Assessment Scores

The results of Smarter Balanced testing in Grades 3 – 8 continues to be above the NH state average.

SAT Math Scores Continue to Improve

SAT Math scores have improved nearly 24% from two years ago. This improvement is due to a comprehensive overhaul of the district's math program that began at the middle school four years ago.

Community Forum on Diversity

Oyster River Cooperative School District will host a community forum on Diversity on Wednesday, October 25, 2017. The event will begin with a community dinner from 5-6:30 p.m., followed by the forum at 7:00 p.m. The forum will approach the issue of diversity from numerous perspectives, giving community members a chance to self-reflect on diversity in all of its forms.

"This forum will give us a chance to take an introspective look at how our community can better appreciate and understand our differences and one another," Superintendent Morse said. "Our core values require us to respond fully and directly to instances of intolerance, and I look forward to bringing parents, community members and staff together to discuss these issues and chart a shared path forward."

A distinguished panel of Oyster River parents, University of New Hampshire students, and a representative from the National Association for the Advancement of Colored People, will discuss inclusiveness and sensitivity to differences with regard to race, religion, sexual orientation, gender identity and physical disability.

The panel will be moderated by New Hampshire Disproportionate Minority Contact Director Andrew Smith, who has been working with Oyster River staff members to conduct diversity and inclusion training.

Again, thank you for providing me the opportunity to share with you items of interest about the Oyster River School District.



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/17

Agenda Item No. 49

BOARD OF SELECTMEN

October 23, 2017 MEETING AGENDA REQUEST

(Meeting Date Requested)

Agenda Item Title: Grant Acceptance Lee Distracted Driver Grant #318-18A-020

Requested By: Chief Tom Dronsfield Date: 10/12/2017

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield (or his designee)

Description: Advise Board that we are being awarded a grant to perform extra distracted driver patrols. Obtain permission/signatures to move forward

Financial Details: \$2,280.13 (est. 60 hours of overtime patrols at an average overtime rate of \$38.40/hour to be paid out of the overtime account, with the funds to be returned to the Police)

**Legal Authority 2 CFR 200 and RSA 31:95-b
(usually NH RSA or Town Ordinance/Policy):**

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Move to accept the Defensive Driving Grant in the amount of \$2,280.13 and to instruct the Finance Office to apply the funds (when received) to the Police Overtime account.

(Please have Selectmen sign, initial and date page 1, which also will be notarized at the meeting. Initial and date pages 2-3 and pages 1-17 with the Chairman's signature and date also completed on page 17)

Robin Estee

From: Farinella, Deborah <Deborah.Farinella@dos.nh.gov>
Sent: Wednesday, October 11, 2017 12:41 PM
To: Tom Dronsfield
Cc: Robin Estee; Speikers, Luann
Subject: Lee Distracted Driving - Project #318-18A-020
Attachments: Lee DD - Pg 1-3.pdf; Lee DD - Pg 4- 16.pdf

Attached is your contract for **Lee Distracted Driving** in PDF format that we are requesting you to please print out and complete. Check off each section below to insure all items have been completed. Once your contract has been completed and signed, **please mail the hard copy** to the Office of Highway Safety. All incomplete contracts will be returned. **Please do not begin your project** (conduct enforcement patrols, purchase equipment, etc.) until you have received your signed contract and final approval back from the Office Highway Safety.

Please ensure that the following have been completed in your Grant Agreement:

- _____ **All sections are completed and have the required signatures** (two signatures required i.e. police chief and town official- Section 1.11 and 1.12).
- _____ Make sure your DUNS# (Section 1.4.2.) has been registered and is active with SAM (System for Award Management). Your DUNS# must be renewed **annually** on SAM. www.SAM.gov to be active.
- _____ **The Notary Public or Justice of the Peace has filled out Section 1.13, signed in Section 1.13.1, affix notary seal** (not required for Justice of the Peace), and print Name and Title in Section 1.13.2.
- _____ **The Subrecipients (Police Chief/County Sheriff) and town official have initialed and dated at the bottom of all pages.**
- _____ **An authorized contract signatory is required to sign on Page 12 (upper part of page).**
- _____ **DO NOT do dual sided copying or fold the contract to fit into a #10 envelope.** This contract will be scanned and emailed back to you.
- _____ **Please mail your contract to:**
 - Office of Highway Safety**
 - 33 Hazen Drive, Second Floor**
 - Concord, NH 03305**

We look forward to working with you this year to achieve the common goal to minimize potential crashes and the unnecessary deaths and injuries that occur on our New Hampshire roadways. Thank you.

Sincerely,
John Clegg
Program Manager
Office of Highway Safety

Debbie

Deborah Farinella
Administrative Supervisor
Office of Highway Safety
33 Hazen Drive, Second Floor
Concord, NH 03305
Telephone: 603-271-2132
email: deborah.farinella@dos.nh.gov

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 1.6 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the 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 of 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 A 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.
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 intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services for Traffic Enforcement Grants

NH Office of Highway Safety Grant-Funded Patrol Mission Statement

Officers assigned to grant-funded patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.

Departments that have received STEP grant (Sustained Traffic Enforcement Patrols) and/or DWI grant funding are required to assign personnel to participate in the following mandatory initiatives and on the highlighted dates, in order to remain compliant with the terms of the assigned grant agreement:

1. Traffic Enforcement Dates (Operation Safe Commute) ** At least one officer must work the entire 4-hour shift**

Thursday, November 9, 2017	1500-1900
Wednesday, November 22, 2017	1500-1900
Friday, December 22, 2017	0600-1000
Friday, January 12, 2018	0600-1000
Friday, February 16, 2018	1500-1900
Friday, March 30, 2018	1500-1900
Tuesday, April 17, 2018	0600-1000
Friday, May 25, 2018	1500-1900
Friday, June 15, 2018	1500-1900
Tuesday, July 3, 2018	1500-1900
Friday, August 31, 2018	1500-1900
Wednesday, September 12, 2018	0600-1000

2. Seatbelt Enforcement two-week initiative (Join the NH Clique)

Monday, May 21, 2018- Kick-off day- ****4-Hour patrol required;** and
Tuesday, May 22 through Sunday, June 3, 2018- ****At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

- Join the NH Clique must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers under 18 will be located.

Grantee Initials _____
Date _____

3. Driving Under the Influence Grant Funded Patrol Requirements

Departments with DUI enforcement grants are required to conduct patrols during the two national “*Drive Sober or Get Pulled Over* (DSGPO)” Mobilizations, which take place during the following time-frames:

Friday, December 15, 2017 through December 31, 2017**At least one patrol must be conducted during this time-period**

Friday, August 17, 2018 through Monday, September 3, 2018 **At least one patrol must be conducted during this time-period**

**** If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to the NH Office of Highway Safety Commander, Captain John Marasco (john.marasco@dos.nh.gov) in advance to advise of the scheduling conflict and the agency will be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

Agencies desiring to have grant funds adjusted between STEP, Operation Safe Commute, and Join the NH Clique sub-budgets, may request an amendment to the Grant Agreement for that purpose. See General Provisions, section 20.

Additional Grant Requirements/Recommendations

- Aside from the mandatory dates/times referenced above in items 1-3, departments should conduct patrols during any time that data indicates there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- In the absence of data regarding times of day, the STEP patrols should be conducted during commuting hours.
- STEP and Pedestrian/Bicycle patrols are encouraged to be 3-4 hours in length.
- Unless local data indicates otherwise, grant funded DUI patrols should be worked between 1800-0300; however, it is recommended that the majority of these patrols be worked from 2100-0300.
- DUI patrol shifts must be 4-6 hours in duration.

Grantee Initials _____
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- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws. Patrols should be conducted year round with a focus on the summer months primarily in downtown locations during the evening commuting hours.
- Officers funded during these 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.
- 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.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- 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 mobilizations. 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 works the enforcement patrol, a community official must sign the Patrol Activity Report (HS-200) for them. Additionally, the Chief may not sign-off on the Patrol Activity Report if his/her spouse, child or sibling works the same enforcement patrol.
- Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can 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 review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).

Grantee Initials _____
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- 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.
- Departments must keep on file copies of summonses, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

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Exhibit A (Continued)

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$2,280.13 for Distracted Driving Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement. **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, Project #318-18A-020, including Exhibits B, C, and the provisions of Exhibit A excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
DISTRACTED DRIVING PATROLS	\$2,280.13	\$2,280.13			
Total Approved Costs (Include Non-Federal Share)	\$2,280.13	\$2,280.13			

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials _____
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EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
DISTRACTED DRIVING PATROLS	\$2,280.13
Total	\$2,280.13

Project Cost is 80% Federal Funds, 20% Applicant Share
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
FAIN Number: FY 17 18X9204020NH17; FY 18 69A37518300004020NH0
Project Title & Number: Lee Distracted Driving #318-18A-020
Funding Source; PSP & Task #: 18-07 DD 01
Award Title: Highway Safety Grant 402
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): NO
In Kind Match: \$570.03

Grantee Initials _____
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2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$2,280.13.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:
 - January 15th** for October-December (Quarter 1)
 - April 15th** for January-March (Quarter 2)
 - July 15th** for April-June (Quarter 3)
 - October 15th** for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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Date _____

EXHIBIT C

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 **Highway Safety Grant Funding Guidance** dated August, 2015 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/resources-guide>. 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:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

**Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)
NONDISCRIMINATION
(applies to subrecipients as well as States)**

Grantee Initials _____
Date _____

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

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:

- 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.
- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, 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

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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 Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.
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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, 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 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 Certification

Grantee Initials _____
 Date _____

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 2CFR parts 180 and 1300.
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 and/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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 participation in this transaction 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 only steel, iron and manufactured products produced in the United States with Federal funds, unless the

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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 to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS
TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)**

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

- **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 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.

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- 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 links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

II. 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 currently set at \$150,000, 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

Grantee Initials _____
Date _____

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.

Grantee Initials _____
Date _____

(J) See §200.322 Procurement of recovered materials.

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: _____

Grantee Initials _____
Date _____



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/17

Agenda Item No. 4b

BOARD OF SELECTMEN

October 23, 2017 MEETING AGENDA REQUEST

(Meeting Date Requested)

Agenda Item Title: Grant Acceptance Lee STEP Grant #315-18A-039

Requested By: Chief Tom Dronsfield Date: 10/12/2017

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield (or his designee)

Description: Advise Board that we are being awarded a grant to perform extra patrols which include STEP (Sustained Traffic Enforcement Patrols), Operation Safe Commute, and Join the NH Clique. Obtain permission/signatures to move forward

Financial Details: \$5,694.44 (est. 120 hours of overtime patrols at an average overtime rate of \$38.40/hour to be paid out of the overtime account, with the funds to be returned to the Police)

**Legal Authority 2 CFR 200 and RSA 31:95-b
(usually NH RSA or Town Ordinance/Policy):**

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Move to accept the patrol grants as presented in the amount of \$5,694.44 and to instruct the Finance Officer to apply the funds, once received, to the Police Department overtime account.

(Please have Selectmen sign, initial and date page 1, which also will be notarized at the meeting. Initial and date pages 2-3 and pages 1-17 with the Chairman's signature and date also completed on page 17)

Robin Estee

From: Farinella, Deborah <Deborah.Farinella@dos.nh.gov>
Sent: Wednesday, October 11, 2017 12:42 PM
To: Tom Dronsfield
Cc: Robin Estee; Speikers, Luann
Subject: Lee STEP - Project #315-18A-039
Attachments: Lee STEP - Pg1-3.pdf; Lee STEP Pg4-16 .pdf

Attached is your contract for **Lee STEP** in PDF format that we are requesting you to please print out and complete. Check off each section below to insure all items have been completed. Once your contract has been completed and signed, **please mail the hard copy** to the Office of Highway Safety. All incomplete contracts will be returned. **Please do not begin your project** (conduct enforcement patrols, purchase equipment, etc.) until you have received your signed contract and final approval back from the Office Highway Safety.

Please ensure that the following have been completed in your Grant Agreement:

- ___ All sections are completed and have the required signatures (two signatures required i.e. police chief and town official- Section 1.11 and 1.12).
- ___ Make sure your DUNS# (Section 1.4.2.) has been registered and is active with SAM (System for Award Management). Your DUNS# must be renewed **annually** on SAM. www.SAM.gov to be active.
- ___ The Notary Public or Justice of the Peace has filled out Section 1.13, signed in Section 1.13.1, affix notary seal (not required for Justice of the Peace), and print Name and Title in Section 1.13.2.
- ___ The Subrecipients (Police Chief/County Sheriff) and town official have initialed and dated at the bottom of all pages.
- ___ An authorized contract signatory is required to sign on Page 12 (upper part of page).
- ___ **DO NOT do dual sided copying or** fold the contract to fit into a #10 envelope. This contract will be scanned and emailed back to you.
- ___ **Please mail your contract to:**
Office of Highway Safety
33 Hazen Drive, Second Floor
Concord, NH 03305

We look forward to working with you this year to achieve the common goal to minimize potential crashes and the unnecessary deaths and injuries that occur on our New Hampshire roadways. Thank you.

Sincerely,
John Clegg
Program Manager
Office of Highway Safety

Debbie

Deborah Farinella
Administrative Supervisor
Office of Highway Safety
33 Hazen Drive, Second Floor
Concord, NH 03305
Telephone: 603-271-2132
email: deborah.farinella@dos.nh.gov

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT I

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

Project Title: Lee STEP

Project #: 315-18A-039

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, 2 nd Floor Concord, NH 03305	
1.3. Subrecipient Name Lee Police Department		1.4. Subrecipient Address 20 George Bennett Road Lee, NH 03861	
Chief's Email Address: tdronsfield@leenhpolice.org		Grant Contact Email: restee@leenhpolice.org	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town		1.4.2 DUNS 103942798	
1.5. Subrecipient Phone # 659-5866	1.6. Effective Date 10/01/17	1.7. Completion Date 09/30/18	1.8. Grant Limitation \$5,694.44
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"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."			
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 / / , 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(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
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 A (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 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the 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 of 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 A 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 intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services for Traffic Enforcement Grants

NH Office of Highway Safety Grant-Funded Patrol Mission Statement

Officers assigned to grant-funded patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.

Departments that have received STEP grant (Sustained Traffic Enforcement Patrols) and/or DWI grant funding are required to assign personnel to participate in the following mandatory initiatives and on the highlighted dates, in order to remain compliant with the terms of the assigned grant agreement:

1. Traffic Enforcement Dates (Operation Safe Commute) ** At least one officer must work the entire 4-hour shift**

Thursday, November 9, 2017	1500-1900
Wednesday, November 22, 2017	1500-1900
Friday, December 22, 2017	0600-1000
Friday, January 12, 2018	0600-1000
Friday, February 16, 2018	1500-1900
Friday, March 30, 2018	1500-1900
Tuesday, April 17, 2018	0600-1000
Friday, May 25, 2018	1500-1900
Friday, June 15, 2018	1500-1900
Tuesday, July 3, 2018	1500-1900
Friday, August 31, 2018	1500-1900
Wednesday, September 12, 2018	0600-1000

2. Seatbelt Enforcement two-week initiative (Join the NH Clique)

Monday, May 21, 2018- Kick-off day- ****4-Hour patrol required;** and
Tuesday, May 22 through Sunday, June 3, 2018- ****At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

- Join the NH Clique must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers under 18 will be located.

Grantee Initials _____

Date _____

3. Driving Under the Influence Grant Funded Patrol Requirements

Departments with DUI enforcement grants are required to conduct patrols during the two national “*Drive Sober or Get Pulled Over* (DSGPO)” Mobilizations, which take place during the following time-frames:

Friday, December 15, 2017 through December 31, 2017**At least one patrol must be conducted during this time-period**

Friday, August 17, 2018 through Monday, September 3, 2018 **At least one patrol must be conducted during this time-period**

**** If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to the NH Office of Highway Safety Commander, Captain John Marasco (john.marasco@dos.nh.gov) in advance to advise of the scheduling conflict and the agency will be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

Agencies desiring to have grant funds adjusted between STEP, Operation Safe Commute, and Join the NH Clique sub-budgets, may request an amendment to the Grant Agreement for that purpose. See General Provisions, section 20.

Additional Grant Requirements/Recommendations

- Aside from the mandatory dates/times referenced above in items 1-3, departments should conduct patrols during any time that data indicates there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- In the absence of data regarding times of day, the STEP patrols should be conducted during commuting hours.
- STEP and Pedestrian/Bicycle patrols are encouraged to be 3-4 hours in length.
- Unless local data indicates otherwise, grant funded DUI patrols should be worked between 1800-0300; however, it is recommended that the majority of these patrols be worked from 2100-0300.
- DUI patrol shifts must be 4-6 hours in duration.

Grantee Initials _____
 Date _____

- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state’s pedestrian/bicycle laws. Patrols should be conducted year round with a focus on the summer months primarily in downtown locations during the evening commuting hours.
- Officers funded during these 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.
- 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.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- 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 mobilizations. 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 works the enforcement patrol, a community official must sign the Patrol Activity Report (HS-200) for them. Additionally, the Chief may not sign-off on the Patrol Activity Report if his/her spouse, child or sibling works the same enforcement patrol.
- Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can 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 review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).

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- 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.
- Departments must keep on file copies of summonses, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

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Exhibit A (Continued)

- The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$5,694.44 for STEP Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement. **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, Project #315-18A-039, including Exhibits B, C, and the provisions of Exhibit A excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
STEP PATROLS	\$2,945.40	\$2,945.40			
OPERATION SAFE COMMUTE	\$2,356.32	\$2,356.32			
JOIN THE NH CLIQUE	\$392.72	\$392.72			
Total Approved Costs (Include Non-Federal Share)	\$5,694.44	\$5,694.44			

- It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
- All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials _____
 Date _____

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
STEP ENFORCEMENT	\$2,945.40
OPERATION SAFE COMMUTE	\$2,356.32
JOIN THE NH CLIQUE	\$392.72
Total	\$5,694.44

Project Cost is 80% Federal Funds, 20% Applicant Share
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
FAIN Number: FY 17 18X9204020NH17; FY 18 69A37518300004020NH0
Project Title & Number: Lee STEP #315-18A-039
Funding Source; PSP & Task #: 18-03 PT 06
Award Title: Highway Safety Grant 402
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
Is This a Research and Development Project (Yes or No): NO
In Kind Match: \$1,423.61

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2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$5,694.44.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:

January 15th for October-December (Quarter 1)
April 15th for January-March (Quarter 2)
July 15th for April-June (Quarter 3)
October 15th for July-September (Quarter 4)

- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

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Date _____

EXHIBIT C

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 **Highway Safety Grant Funding Guidance** dated August, 2015 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/resources-guide>. 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:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
- Will take all measures necessary to ensure that no person in the United States hall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

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:

- 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.
- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, 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

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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 Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier 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 1300.
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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, 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 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 Certification

Grantee Initials _____
 Date _____

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 2CFR parts 180 and 1300.
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 and/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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier 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 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 participation in this transaction 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 only steel, iron and manufactured products produced in the United States with Federal funds, unless the

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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 to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS
TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)**

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

- **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 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.

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- 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 links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

II. 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 currently set at \$150,000, 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

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 Date _____

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.

Grantee Initials _____
Date _____

(J) See §200.322 Procurement of recovered materials.

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: _____

Grantee Initials _____
Date _____



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/17

Agenda Item No. 4c

BOARD OF SELECTMEN

October 23, 2017 MEETING AGENDA REQUEST

(Meeting Date Requested)

Agenda Item Title: Grant Acceptance Lee DWI Patrols Grant #308-18A-031

Requested By: Chief Tom Dronsfield Date: 10/12/2017

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield (or his designee)

Description: Advise Board that we are being awarded a grant to perform extra DWI Patrols. Obtain permission/signatures to move forward

Financial Details: \$4,418.10 (est. 90 hours of overtime patrols at an average overtime rate of \$38.40/hour to be paid out of the overtime account, with the funds to be returned to the Police

**Legal Authority 2 CFR 200 and RSA 31:95-b
(usually NH RSA or Town Ordinance/Policy):**

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Move to accept the DWI Patrols Grant in the amount of \$4,418.10 and to instruct the Finance Officer to apply the funds, once received, to the Police Overtime account.

(Please have Selectmen sign, initial and date page 1, which also will be notarized at the meeting. Initial and date pages 2-3 and pages 1-17 with the Chairman's signature and date also completed on page 17)

Robin Estee

From: Farinella, Deborah <Deborah.Farinella@dos.nh.gov>
Sent: Wednesday, October 11, 2017 12:41 PM
To: Tom Dronsfield
Cc: Robin Estee; Speikers, Luann
Subject: Lee DWI Patrols - Project #308-18A-031
Attachments: Lee DWI - Pg1-3.pdf; Lee DWI - Pg4-16.pdf

Attached is your contract for **Lee DWI Patrols** in PDF format that we are requesting you to please print out and complete. Check off each section below to insure all items have been completed. Once your contract has been completed and signed, **please mail the hard copy** to the Office of Highway Safety. All incomplete contracts will be returned. **Please do not begin your project** (conduct enforcement patrols, purchase equipment, etc.) until you have received your signed contract and final approval back from the Office Highway Safety.

Please ensure that the following have been completed in your Grant Agreement:

- ___ **All sections are completed and have the required signatures** (two signatures required i.e. police chief and town official- Section 1.11 and 1.12).
- ___ Make sure your DUNS# (Section 1.4.2.) has been registered and is active with SAM (System for Award Management). Your DUNS# must be renewed **annually** on SAM. www.SAM.gov to be active.
- ___ **The Notary Public or Justice of the Peace has filled out Section 1.13, signed in Section 1.13.1, affix notary seal** (not required for Justice of the Peace), and print Name and Title in Section 1.13.2.
- ___ **The Subrecipients** (Police Chief/County Sheriff) and **town official have initialed and dated at the bottom of all pages.**
- ___ **An authorized contract signatory is required to sign on Page 12 (upper part of page).**
- ___ **DO NOT do dual sided copying or** fold the contract to fit into a #10 envelope. This contract will be scanned and emailed back to you.
- ___ **Please mail your contract to:**
 - Office of Highway Safety**
 - 33 Hazen Drive, Second Floor**
 - Concord, NH 03305**

We look forward to working with you this year to achieve the common goal to minimize potential crashes and the unnecessary deaths and injuries that occur on our New Hampshire roadways. Thank you.

Sincerely,
John Clegg
Program Manager
Office of Highway Safety

Debbie

Deborah Farinella
Administrative Supervisor
Office of Highway Safety
33 Hazen Drive, Second Floor
Concord, NH 03305
Telephone: 603-271-2132
email: deborah.farinella@dos.nh.gov

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

Project Title: Lee DWI Patrols

Project #: 308-18A-031

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, 2 nd Floor Concord, NH 03305	
1.3. Subrecipient Name Lee Police Department		1.4. Subrecipient Address 20 George Bennett Road Lee, NH 03861	
Chief's Email Address: tdronsfield@leenhpolice.org		Grant Contact Email: restee@leenhpolice.org	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town		1.4.2 DUNS 103942798	
1.5. Subrecipient Phone # 659-5866	1.6. Effective Date 10/01/17	1.7. Completion Date 09/30/18	1.8. Grant Limitation \$4,418.10
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"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."			
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 / / , 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(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
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 A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials _____

Date _____

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 1.6 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the 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 A 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.

17.1 INSURANCE AND BOND.
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.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A

Scope of Services for Traffic Enforcement Grants

NH Office of Highway Safety Grant-Funded Patrol Mission Statement

Officers assigned to grant-funded patrols are expected to be highly visible, engaged, and vigilant in addressing all observed motor vehicle infractions and hazards during their shifts.

Departments that have received STEP grant (Sustained Traffic Enforcement Patrols) and/or DWI grant funding are required to assign personnel to participate in the following mandatory initiatives and on the highlighted dates, in order to remain compliant with the terms of the assigned grant agreement:

1. Traffic Enforcement Dates (Operation Safe Commute) ** At least one officer must work the entire 4-hour shift**

Thursday, November 9, 2017	1500-1900
Wednesday, November 22, 2017	1500-1900
Friday, December 22, 2017	0600-1000
Friday, January 12, 2018	0600-1000
Friday, February 16, 2018	1500-1900
Friday, March 30, 2018	1500-1900
Tuesday, April 17, 2018	0600-1000
Friday, May 25, 2018	1500-1900
Friday, June 15, 2018	1500-1900
Tuesday, July 3, 2018	1500-1900
Friday, August 31, 2018	1500-1900
Wednesday, September 12, 2018	0600-1000

2. Seatbelt Enforcement two-week initiative (Join the NH Clique)

Monday, May 21, 2018- Kick-off day- ****4-Hour patrol required;** and
Tuesday, May 22 through Sunday, June 3, 2018- ****At least 4 hours of seatbelt enforcement must be conducted during this time-frame.**

- Join the NH Clique must be conducted during daylight hours and it's recommended they be at locations such as elementary schools, high schools, shopping centers, and any other locations where drivers and passengers under 18 will be located.

Grantee Initials _____
Date _____

3. Driving Under the Influence Grant Funded Patrol Requirements

Departments with DUI enforcement grants are required to conduct patrols during the two national “*Drive Sober or Get Pulled Over (DSGPO)*” Mobilizations, which take place during the following time-frames:

Friday, December 15, 2017 through December 31, 2017**At least one patrol must be conducted during this time-period**

Friday, August 17, 2018 through Monday, September 3, 2018 **At least one patrol must be conducted during this time-period**

**** If an agency is unable to participate in one of the mandatory enforcement efforts listed above, we kindly request that an e-mail be sent to the NH Office of Highway Safety Commander, Captain John Marasco (john.marasco@dos.nh.gov) in advance to advise of the scheduling conflict and the agency will be absolved of the need to participate in that particular initiative and will remain compliant with the terms of the grant agreement.**

Agencies desiring to have grant funds adjusted between STEP, Operation Safe Commute, and Join the NH Clique sub-budgets, may request an amendment to the Grant Agreement for that purpose. See General Provisions, section 20.

Additional Grant Requirements/Recommendations

- Aside from the mandatory dates/times referenced above in items 1-3, departments should conduct patrols during any time that data indicates there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- In the absence of data regarding times of day, the STEP patrols should be conducted during commuting hours.
- STEP and Pedestrian/Bicycle patrols are encouraged to be 3-4 hours in length.
- Unless local data indicates otherwise, grant funded DUI patrols should be worked between 1800-0300; however, it is recommended that the majority of these patrols be worked from 2100-0300.
- DUI patrol shifts must be 4-6 hours in duration.

Grantee Initials _____

Date _____

- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws. Patrols should be conducted year round with a focus on the summer months primarily in downtown locations during the evening commuting hours.
- Officers funded during these 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.
- 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.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- 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 mobilizations. 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 works the enforcement patrol, a community official must sign the Patrol Activity Report (HS-200) for them. Additionally, the Chief may not sign-off on the Patrol Activity Report if his/her spouse, child or sibling works the same enforcement patrol.
- Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can 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 review or monitoring site visit.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).

Grantee Initials _____
 Date _____

- 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.
- Departments must keep on file copies of summonses, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser; however, multiple cruisers may be out at one time.

Grantee Initials _____
Date _____

Exhibit A (Continued)

1. The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$4,418.10 for DWI Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement. **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, Project #308-18A-031, including Exhibits B, C, and the provisions of Exhibit A excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
DWI PATROLS	\$4,418.10	\$4,418.10			
Total Approved Costs (Include Non-Federal Share)	\$4,418.10	\$4,418.10			

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials _____

Date _____

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
DWI PATROLS	\$4,418.10
Total	\$4,418.10

Project Cost is 80% Federal Funds, 20% Applicant Share
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
FAIN Number: FY 16 18X920405dNH16; FY 17 18X920405dNH17; FY 18 69A3751830000405dNHL
Project Title & Number: Lee DWI Patrols #308-18A-031
Funding Source; PSP & Task #: 18-02 M6OT 08
Award Title: Highway Safety Grant 405d
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): NO
In Kind Match: \$1,104.50

Grantee Initials _____
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2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$4,418.10.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment. i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.

d. The quarterly submission due dates are as follows:

- January 15th** for October-December (Quarter 1)
- April 15th** for January-March (Quarter 2)
- July 15th** for April-June (Quarter 3)
- October 15th** for July-September (Quarter 4)

- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials _____
Date _____

EXHIBIT C

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 **Highway Safety Grant Funding Guidance** dated August, 2015 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/resources-guide>. 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:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

**Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)
NONDISCRIMINATION
(applies to subrecipients as well as States)**

Grantee Initials _____
Date _____

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
- Will take all measures necessary to ensure that no person in the United States hall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

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:

- 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.
- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, 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

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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 Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.
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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, 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 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 Certification

Grantee Initials _____
Date _____

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 2CFR parts 180 and 1300.
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 and/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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 participation in this transaction 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 only steel, iron and manufactured products produced in the United States with Federal funds, unless the

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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 to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS
TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)**

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

- **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 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.

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- 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 links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

II. 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 currently set at \$150,000, 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

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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.

Grantee Initials _____
Date _____

(J) See §200.322 Procurement of recovered materials.

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: _____

Grantee Initials _____
Date _____



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/17

Agenda Item No. 4d

BOARD OF SELECTMEN

October 23, 2017 MEETING AGENDA REQUEST
(Meeting Date Requested)

Agenda Item Title: Grant Acceptance Lee E-Ticket Grant #310-18A-003

Requested By: Chief Tom Dronsfield Date: 10/12/2017

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield (or his designee)

Description: Advise Board that we are being awarded a grant to obtain another E-Ticket System and obtain permission/signatures to move forward

Financial Details: E-Ticket Ssystem to be purchased by the PD and be reimbursed 100% by Highway Safety. All of the funds to be returned to the Police

**Legal Authority 2 CFR 200 and RSA 31:95-b
(usually NH RSA or Town Ordinance/Policy):**

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Move to accept the E-ticket Grant for equipment in the amount of \$900.00 and to instruct the Finance Officer to apply the funds, once received, to the Police Department equipment budget.

(Please have Selectmen sign, initial and date page 1, which also will be notarized at the meeting. Initial and date pages 2-3 and pages 1-13 with the Chairman's signature and date also completed on page 13)

Robin Estee

From: Farinella, Deborah <Deborah.Farinella@dos.nh.gov>
Sent: Wednesday, October 11, 2017 12:42 PM
To: Tom Dronsfield
Cc: Robin Estee; Speikers, Luann
Subject: Lee E-Ticket Equipment - Project #310-18A-003
Attachments: Lee E-Tkt - Pg1-3.pdf; Lee E-Tkt - Pg4-16.pdf

Attached is your contract for **Lee E-Ticket Equipment** in PDF format that we are requesting you to please print out and complete. Check off each section below to insure all items have been completed. Once your contract has been completed and signed, **please mail the hard copy** to the Office of Highway Safety. All incomplete contracts will be returned. **Please do not begin your project** (conduct enforcement patrols, purchase equipment, etc.) until you have received your signed contract and final approval back from the Office Highway Safety.

Please ensure that the following have been completed in your Grant Agreement:

- ___ **All sections are completed and have the required signatures** (two signatures required i.e. police chief and town official- Section 1.11 and 1.12).
- ___ Make sure your DUNS# (Section 1.4.2.) has been registered and is active with SAM (System for Award Management). Your DUNS# must be renewed **annually** on SAM. www.SAM.gov to be active.
- ___ **The Notary Public or Justice of the Peace has filled out Section 1.13, signed in Section 1.13.1, affix notary seal** (not required for Justice of the Peace), and print Name and Title in Section 1.13.2.
- ___ **The Subrecipients (Police Chief/County Sheriff) and town official have initialed and dated at the bottom of all pages.**
- ___ **An authorized contract signatory is required to sign on Page 12** (upper part of page).
- ___ **DO NOT do dual sided copying or fold the contract to fit into a #10 envelope.** This contract will be scanned and emailed back to you.
- ___ **Please mail your contract to:**
 - Office of Highway Safety**
 - 33 Hazen Drive, Second Floor**
 - Concord, NH 03305**

We look forward to working with you this year to achieve the common goal to minimize potential crashes and the unnecessary deaths and injuries that occur on our New Hampshire roadways. Thank you.

Sincerely,
John Clegg
Program Manager
Office of Highway Safety

Debbie

Deborah Farinella
Administrative Supervisor
Office of Highway Safety
33 Hazen Drive, Second Floor
Concord, NH 03305
Telephone: 603-271-2132
email: deborah.farinella@dos.nh.gov

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

Project Title: Lee E-Ticket Equipment

Project #: 310-18A-003

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, 2 nd Floor Concord, NH 03305	
1.3. Subrecipient Name Lee Police Department		1.4. Subrecipient Address 20 George Bennett Road Lee, NH 03861	
Chief's Email Address: tdronsfield@leenhpolice.org		Grant Contact Email: restee@leenhpolice.org	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) Town		1.4.2 DUNS 103942798	
1.5. Subrecipient Phone # 659-5866	1.6. Effective Date 10/01/17	1.7. Completion Date 09/30/18	1.8. Grant Limitation \$900.00
1.9. Grant Officer for State Agency LuAnn Speikers		1.10. State Agency Telephone Number 271-2197	
"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."			
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 / / , 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(s)		1.15. Name & Title of State Agency Signor(s) John J. Barthelmes, Commissioner NH Department of Safety Date: _____	
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 A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials _____

Date _____

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 1.6 ("the effective date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
 - 5.3. In accordance with the provisions set forth in EXHIBIT B, 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, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
 - 9.2. Between the Effective Date and the Completion Date the 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 A 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.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A

- The Office of Highway Safety (hereinafter referred to as The State) is awarding the Lee Police Department (hereinafter referred to as the Subrecipient) \$900.00 for E-Ticket Equipment, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement. **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, Project #310-18A-003, including Exhibits B, C, and the provisions of Exhibit A excluding the Application, the provisions of the Grant Agreement shall govern.**

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
EQUIPMENT	\$900.00	\$900.00			
Total Approved Costs (Include Non-Federal Share)	\$900.00	\$900.00			

- It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within **20 days** of the project termination date.
- All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials _____
 Date _____

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
EQUIPMENT One (1) printer, scanner & GPS	\$900.00
Total	\$900.00

Project Cost is 80% Federal Funds, 20% Applicant Share
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
FAIN Number: FY 15 18x920405cNH15; FY 16 18X920405cNH16
FY 17 18X920405cNH17; FY 18 69A3751830000405cNH0
Project Title & Number: Lee E-Ticket Equipment #310-18A-003
Funding Source; PSP & Task #: 18-04 M3DA 06
Award Title: Highway Safety Grant 405c
Catalog of Federal Domestic Assistance (CFDA) Number: 20.616
Is This a Research and Development Project (Yes or No): NO
In Kind Match: \$225.00

Grantee Initials _____
 Date _____

2. PAYMENT SCHEDULE

- a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to \$900.00.
- b. At least quarterly, the Subrecipient shall submit the Overtime Payroll Reimbursement Form (HS-20) and Patrol Activity Reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 25% federal match for the total amount of the project (*25% of the federal award amount*).
- c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.
- d. The quarterly submission due dates are as follows:
 - January 15th** for October-December (Quarter 1)
 - April 15th** for January-March (Quarter 2)
 - July 15th** for April-June (Quarter 3)
 - October 15th** for July-September (Quarter 4)
- e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Overtime Payroll Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Overtime Payroll Reimbursement Form (HS-20). In addition, the Chief may not sign off on the Overtime Payroll Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.
- g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.
- h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials _____
Date _____

EXHIBIT C

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 **Highway Safety Grant Funding Guidance** dated August, 2015 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/resources-guide>. 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:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (<https://fedgov.dnb.com/webform>)

Appendix A to Part 1300— Certifications and Assurances for Highway Safety Grants (23 U.S.C.)

NONDISCRIMINATION

(applies to subrecipients as well as States)

Grantee Initials _____
Date _____

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252). (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100). The State highway safety agency—
- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance; Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT’s or NHTSA’s access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority; Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non- Discrimination Authorities and this Assurance; Insert in all contracts and funding agreements with other State or private entities the following clause: “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

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:

- 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.
- 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, 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

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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 Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2CFR parts 180 and 1300.
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 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 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 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 participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. 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 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 NHTSA.

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7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.
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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, 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 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 Certification

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 Date _____

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 2CFR parts 180 and 1300.
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 and/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, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. 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 NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier 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 1300.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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 participation in this transaction 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 only steel, iron and manufactured products produced in the United States with Federal funds, unless the

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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 to and approved by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS
TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)**

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

- **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 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.

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- 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 links below provide the full text of these two basic federal grant requirements.
 - 2 CFR 200 subpart E

II. 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 currently set at \$150,000, 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

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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.

Grantee Initials _____
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(J) See §200.322 Procurement of recovered materials.

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: _____

Grantee Initials _____
Date _____



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only	
Meeting Date: Click here to enter a date.	10/23/17
Agenda Item No. Click here to enter number.	5

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017**

Agenda Item Title: Update on the Tuttle Rd Culvert Replacement Project

Requested By: Randy Stevens

Date: 10/18/2017

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: Update on the Tuttle Rd culvert replacement project and the engineers three options for type of replacement. Also discussion of potential FEMA funding. All options include raising the road to reduce flooding potential. Hope to get a general consensus from Board of which option they prefer. Will bring pictures of each type of replacement and preliminary plans.

Financial Details: \$ 200-300K without FEMA funding. 25%-75% match with FEMA funding

Legal Authority Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: None required at this time.

Different Types of Replacements for the Tuttle Rd Culvert

Option 1 –Precast Box Culvert Similar to picture below.

Engineers Estimate = \$262,570 - \$51,590 (24) % more expensive than option 2

Pros –will last at least 50 years

Cons- have to work in stream, embed bottom in stream, head walls and wing walls 8 ft. above top of culvert – not most preferred choice of DES –need to do endangered species study



Option 2 - Squashed Elliptical Culvert Similar to Existing Culvert (picture below)

Engineers Estimate = \$210,980 (least expensive option)

Pros –less expensive than other options –fairly easy to install –

Cons- 30 year projected life – Have to work in stream to install pipe, more difficult to install head and toe walls-DES doesn't favor this type of culvert –need to do endangered species study



Option 3- Engineered Wood Bridge Similar to Picture Below

Engineers Estimate- \$296,780 -\$85,800 (41%) more than option 2 or \$34,210 (16%) more than option 1

Pros – 75 year life expectancy-highly favored by DES and Natural Heritage Bureau

No work in stream besides pulling old culvert out. Should look nice. Endangered species study requirement waived.

Cons - more expensive –wooden guardrail more expensive to repair



FEMA Grants

- Engineer has applied for a FEMA –Pre Disaster Mitigation (PDM) grant which is nationwide. More for planning than actual work but has a fair amount of funds available so might have a chance.
- Engineer is also planning on applying for two FEMA HMGP grants which are statewide- one was sparked by the March snowstorm and the other by the Grafton County flooding –This funding is for actual projects and should have a good chance of getting some funds for Lee. These applications are due in February.

All options raise the road by 3 feet above existing grade at the existing culvert.

Endangered species in nearby area include –Brook Floater (mussel), Banded Sunfish, American Eel, Wood Turtle



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/17

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017

Agenda Item Title: Repair of Fire Department Ford F-150

Requested By: Chief Nemet

Date: 10/16/2017

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: Discuss the state of the Fire Department Ford F-150 and the repairs needed to the cab corners, inner and outer rocker panels, to pass State of NH inspection.

Financial Details: \$4,961.74

Legal Authority NH RSA 154:1-a

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Move to spend \$4,961.74 to make the repairs necessary to the Fire Department Ford F-150 to pass State of NH Inspection. Money to come from Vehicle Equipment Maintenance and Repairs 01.42201.431.02

KUSTRA'S AUTO BODY LLC

Workfile ID:

972daa97

128 WADLEIGH FALLS RD, LEE, NH 03861

Phone: (603) 659-2442

FAX: (603) 200-0250

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

Written By: T.J. LAROCHE

Insured: TOWN OF LEE FIRE DEPT.
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
TOWN OF LEE FIRE DEPT.

Inspection Location:
KUSTRA'S AUTO BODY LLC
128 WADLEIGH FALLS RD
LEE, NH 03861
Repair Facility
(603) 659-2442 Business

Insurance Company:

VEHICLE

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

VIN: 1FTEW1E88AFC53994
License:
State:

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Keyless Entry
Message Center

RADIO

AM Radio
FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	CAB						
2	Repl	RT Outer rocker pnl	EL3Z16211A80A	1	468.23 s	12.5	2.2
3		Add for Clear Coat					0.9
4	Repl	LT Outer rocker pnl	EL3Z16211A81A	1	468.23 s	12.5	2.2
5		Overlap Major Non-Adj. Panel					-0.2
6		Add for Clear Coat					0.4
7	* Repl	RT Reinforcement	AL3Z1610142A	1	276.98 s	<u>5.0</u>	
8	* Repl	LT Reinforcement	AL3Z1610143A	1	276.98 s	<u>5.0</u>	
9	PICK UP BOX						
open	R&I	R&I box assy				2.5	
11	Repl	Mount bolt	W709424S901	8	153.44		
12	Repl	Mount bolt nut front	W708605S436	8	54.88		
13	#	CUT BED BOLTS		1		2.0	
14	FENDER						
15	R&I	RT R&I fender assy				2.4	
16	R&I	LT R&I fender assy				2.2	
17	REAR BUMPER						
18	* O/H	bumper assy				<u>1.0</u>	
19	# R&I	MISC. INTERIOR TRIM				3.0	
20	#	cover car for primer		1	5.00	0.3	
21	#	Cover car for paint		1	5.00	0.3	
22	# Rpr	mask jams				0.5	
23	# Refn	tint					0.5
24	#	corrosion protection		1	24.00	0.3	
25	# Repl	seam sealer		1	42.00		
26	FRONT DOOR						
27	R&I	RT R&I door assy				1.2	
28	R&I	LT R&I door assy				1.2	
29	REAR DOOR						
30	R&I	RT R&I door assy				1.0	
31	R&I	LT R&I door assy				1.0	
SUBTOTALS					1,774.74	53.9	6.0

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,774.74
Body Labor	53.9 hrs @	\$ 50.00 /hr	2,695.00
Paint Labor	6.0 hrs @	\$ 50.00 /hr	300.00
Paint Supplies	6.0 hrs @	\$ 32.00 /hr	192.00
Subtotal			4,961.74
Grand Total			4,961.74
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			4,961.74

IN BUSINESS SINCE '77

THANK YOU FOR LETTING US SERVE YOU

ANY PERSON WHO, WITH A PURPOSE TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY, FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS SUBJECT TO PROSECUTION AND PUNISHMENT FOR INSURANCE FRAUD, AS PROVIDED IN RSA 638:20.

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MA09, CCC Data Date 10/10/2017, and potentially other third party sources of data; and (b) the parts presented are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2017 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

KUSTRA'S AUTO BODY LLC

Workfile ID:

df8cbebf

128 WADLEIGH FALLS RD, LEE, NH 03861

Phone: (603) 659-2442

FAX: (603) 200-0250

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

Written By: T.J. LAROCHE

Insured: TOWN OF LEE FIRE DEPT.

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

TOWN OF LEE FIRE DEPT.

Inspection Location:

KUSTRA'S AUTO BODY LLC

128 WADLEIGH FALLS RD

LEE, NH 03861

Repair Facility

(603) 659-2442 Business

Insurance Company:

VEHICLE

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

VIN: 1FTEW1E88AFC53994

Interior Color:

Mileage In:

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

Overdrive

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

SEATS

Cloth Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

TRUCK

Rear Step Bumper

Preliminary Estimate

Customer: TOWN OF LEE FIRE DEPT.

Job Number:

2010 FORD F-150 XLT SuperCrew 145" WB 4WD 4D P/U 8-4.6L Gasoline 3V

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Rpr 3 DAYS OF TEAR DOWN				24.0	
2	#	VEHICLE IS CURRENTLY UNDRIVABLE ****		1			
SUBTOTALS					0.00	24.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	24.0 hrs @	\$ 50.00 /hr	1,200.00
Subtotal			1,200.00
Grand Total			1,200.00
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,200.00

IN BUSINESS SINCE '77

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Advertisement

2010 Ford F150 SuperCrew Cab Pricing Report



Style: XLT Pickup 4D 5 1/2 ft
Mileage: 96,000

Vehicle Highlights

Fuel Economy:
City 14/Hwy 20/Comb 16 MPG

Doors: 4

Drivetrain: 4WD

EPA Class: Standard Pickup Trucks

Country of Origin: United States

Max Seating: 6

Engine: V8, 24V, 4.6 Liter

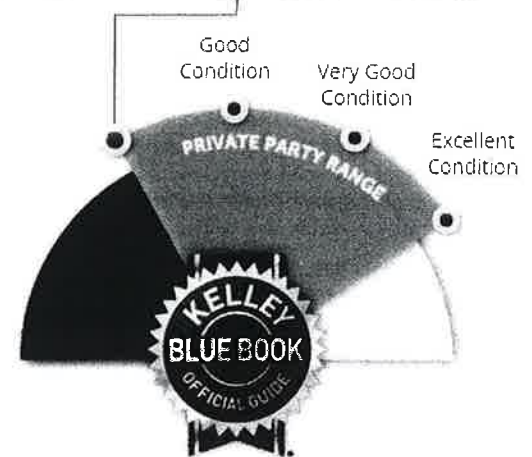
Transmission: Automatic, 6-Spd w/Overdrive

Body Style: Pickup

Country of Assembly: United States

Sell To Private Party

Private Party Value (Fair Condition)
\$14,693



Private Party Values valid for your area through 10/19/2017
Fair Condition

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V8, 24V, 4.6 Liter

Transmission

Automatic, 6-Spd w/Overdrive

Drivetrain

4WD

Braking and Traction

Traction Control
AdvanceTrac
ABS (4-Wheel)

Comfort and Convenience

Keyless Entry
Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags
Side Air Bags
Head Curtain Air Bags

Seats

✓ Power Seat

Exterior

✓ Fog Lights
✓ Running Boards

Cargo and Towing

✓ Bed Liner
Towing Pkg

Wheels and Tires

Alloy Wheels

Exterior Color

✓ Red

Glossary of Terms

Tip:

It's crucial to know your car's true



Advertisement

2010 Ford F150 SuperCrew Cab Pricing Report



Style: XLT Pickup 4D 5 1/2 ft
Mileage: 96,000

Vehicle Highlights

Fuel Economy: City 14/Hwy 20/Comb 16 MPG	Max Seating: 6
Doors: 4	Engine: V8, 24V, 4.6 Liter
Drivetrain: 4WD	Transmission: Automatic, 6-Spd w/Overdrive
EPA Class: Standard Pickup Trucks	Body Style: Pickup
Country of Origin: United States	Country of Assembly: United States

Trade In To a Dealer

Trade-in Range \$11,268 - \$13,767
Trade-in Value \$12,518



Trade-in Values valid for your area through 10/19/2017
Fair Condition

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V8, 24V, 4.6 Liter

Transmission

Automatic, 6-Spd w/Overdrive

Drivetrain

4WD

Braking and Traction

Traction Control
AdvanceTrac
ABS (4-Wheel)

Comfort and Convenience

Keyless Entry
Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo
CD/MP3 (Single Disc)

Safety and Security

Dual Air Bags
Side Air Bags
Head Curtain Air Bags

Seats

✓ Power Seat

Exterior

✓ Fog Lights
✓ Running Boards

Cargo and Towing

✓ Bed Liner
Towing Pkg

Wheels and Tires

Alloy Wheels

Exterior Color

✓ Red

Glossary of Terms

Tip:

It's crucial to know your car's true



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: October 23, 2017

Agenda Item No. 8a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017

Agenda Item Title: 2017 Tax Rate

Requested By: Julie Glover

10/20/2017

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Review the information provided by the Department of Revenue Administration. Discuss allocation to Overlay and amount determine amount, if any, from the Unassigned Fund Balance to finalize the 2017 tax rate.

Financial Details: Town Policy establishes that the Unassigned Fund Balance shall be 10% of all Town appropriations, including ORCSD and Strafford County.

Legal Authority NH RSA 76

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to authorize the Town Administrator to forward to the Department of Revenue the Town of Lee 2017 Tax Rate reflecting an Overlay of \$ _____ and applying \$ _____ from the Unassigned Fund Balance in order to reduce the Tax Rate to approximately \$ _____/thousand.



Tax Rate Breakdown Lee

Municipal Tax Rate Calculation			
Jurisdiction	Tax Effort	Valuation	Tax Rate
Municipal	\$2,896,312	\$443,381,344	\$6.53
County	\$1,268,195	\$443,381,344	\$2.86
Local Education	\$8,432,849	\$443,381,344	\$19.02
State Education	\$1,041,678	\$436,221,744	\$2.39
Total	\$13,639,034		\$30.80

Village Tax Rate Calculation			
Jurisdiction	Tax Effort	Valuation	Tax Rate
Total	\$0		\$0.00

Tax Commitment Calculation	
Total Municipal Tax Effort	\$13,639,034
War Service Credits	(\$90,950)
Village District Tax Effort	\$0
Total Property Tax Commitment	\$13,548,084

2017 Tax Rate for Education & County adds \$0.46 to 2016 rate

Current (2016)Town Tax Rate	\$5.44
Initial 2017 Tax Rate	\$6.53

Unassigned Fund Balance:

\$50,000	\$6.42	diff. \$0.1128 (w/ \$0 Overlay)
\$100,000	\$6.31	diff. \$.2256 (w/ \$0 Overlay)
\$480,000	\$5.44	(w/ \$0 Overlay)

Overlay \$20,000 adds \$0.0407

In order to maintain the same overall rate as 2016 (assuming a \$20K Overlay) need to use \$705,000 from the UFB

Appropriations and Revenues

Municipal Accounting Overview

Description	Appropriation	Revenue
Total Appropriation	\$4,595,464	
Net Revenues (Not Including Fund Balance)		(\$1,772,563)
Fund Balance Voted Surplus		(\$20,000)
Fund Balance to Reduce Taxes		\$0
War Service Credits	\$90,950	
Special Adjustment	\$0	
Actual Overlay Used	\$2,461	
Net Required Local Tax Effort	\$2,896,312	

County Apportionment

Description	Appropriation	Revenue
Net County Apportionment	\$1,268,195	
Net Required County Tax Effort	\$1,268,195	

Education

Description	Appropriation	Revenue
Net Local School Appropriations	\$0	
Net Cooperative School Appropriations	\$11,855,432	
Net Education Grant		(\$2,380,905)
Locally Retained State Education Tax		(\$1,041,678)
Net Required Local Education Tax Effort	\$8,432,849	
State Education Tax	\$1,041,678	
State Education Tax Not Retained	\$0	
Net Required State Education Tax Effort	\$1,041,678	

Valuation

Municipal (MS-1)

Description	Current Year	Prior Year
Total Assessment Valuation with Utilities	\$443,381,344	\$437,828,271
Total Assessment Valuation without Utilities	\$436,221,744	\$431,424,671

Village (MS-1V)

Description	Current Year
-------------	--------------

Lee

Tax Commitment Verification

2017 Tax Commitment Verification - RSA 76:10 II

Description	Amount
Total Property Tax Commitment	\$13,548,084
1/2% Amount	\$67,740
Acceptable High	\$13,615,824
Acceptable Low	\$13,480,344

If the amount of your total warrant varies by more than 1/2%, the MS-1 form used to calculate the tax rate might not be correct. The tax rate will need to be recalculated. Contact your assessors immediately and call us at 603.230.5090 before you issue the bills. See RSA 76:10, II

Commitment Amount	
Less amount for any applicable Tax Increment Financing Districts (TIF)	
Net amount after TIF adjustment	

Under penalties of perjury, I verify the amount above was the 2017 commitment amount on the property tax warrant.

Tax Collector/Deputy Signature:	Date:
--	--------------

Requirements for Semi-Annual Billing

Pursuant to RSA 76:15-a

76:15-a Semi-Annual Collection of Taxes in Certain Towns and Cities - I. Taxes shall be collected in the following manner in towns and cities which adopt the provisions of this section in the manner set out in RSA 76:15-b. A partial payment of the taxes assessed on April 1 in any tax year shall be computed by taking the prior year's assessed valuation times 1/2 of the previous year's tax rate; provided, however, that whenever it shall appear to the selectmen or assessors that certain individual properties have physically changed in valuation, they may use the current year's appraisal times 1/2 the previous year's tax rate to compute the partial payment.

Lee	Total Tax Rate	Semi-Annual Tax Rate
Total 2017 Tax Rate	\$30.80	\$15.40

Associated Villages

Fund Balance Retention

Enterprise Funds and Current Year Bonds	\$0
General Fund Operating Expenses	\$15,338,186
Final Overlay	\$2,461

DRA has provided a reference range of fund balance retention amounts below. Please utilize these ranges in the determination of the adequacy of your municipality's unrestricted fund balance, as currently defined in GASB Statement 54. Retention amounts, as part of the municipality's stabilization fund policy [1], should be assessed dependent upon your governments own long-term forecasts and special circumstances. Please note that current best practices published by GFOA recommend, at a minimum, that "...general purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures." [2],[3]

[1] The National Advisory Council on State and Local Budgeting (NACSLB), (1998), *Framework for Improved State and Local Government Budgeting: Recommended Budget Practices (4.1)*, pg. 17.
 [2] Government Finance Officers Association (GFOA), (2009), *Best Practice: Determining the Appropriate Level of Unrestricted Fund Balance in the General Fund*.
 [3] Government Finance Officers Association (GFOA), (2011), *Best Practice: Replenishing General Fund Balance*.

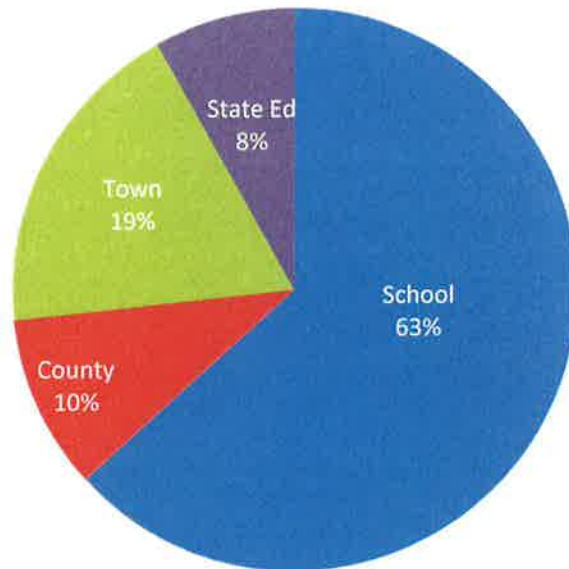
2017 Fund Balance Retention Guidelines: Lee	
Description	Amount
Current Amount Retained (15.91%)	\$2,441,022
17% Retained <i>(Maximum Recommended)</i>	\$2,607,492
10% Retained	\$1,533,819
8% Retained	\$1,227,055
5% Retained <i>(Minimum Recommended)</i>	\$766,909

2017 RSA 198:4-b II School Fund Balance Retention Guidelines: Lee

If a school district has adopted RSA 198:4-b II by a vote of the legislative body, the school district may retain year-end unassigned general funds in an amount not to exceed, in any fiscal year, 2.5 percent of the current fiscal year's net assessment pursuant to RSA 198:5, for the purpose of having funds on hand to use as a revenue source for emergency expenditures and overexpenditures under RSA 32:11, or to be used as a revenue source to reduce the tax rate. This retained fund balance is not cumulative. The maximum allowed fund balance retention has been calculated as:

	Net Assessment	2.5% of Net Assessment
Local School	\$0	\$0
Oyster River Regional School District	\$39,045,162	\$976,129

2016 Tax Rate



	Tax Year	School	County	Town	State Ed	Total
Estimated	2017	19.02	2.86	6.53	2.39	30.80 *
Revaluation	2016	18.51	2.93	5.44	2.37	29.25
	2015	18.42	2.95	5.43	2.45	29.25
	2014	19.12	2.88	5.19	2.51	29.70
	2013	18.03	2.87	5.53	2.32	28.75
	2012	18.22	2.64	6.67	2.41	29.94
Revaluation	2011	17.91	2.67	7.03	2.51	30.12
	2010	15.39	2.25	5.67	2.11	25.42
	2009	16.58	2.24	4.39	2.07	25.28
	2008	16.00	2.18	5.21	2.18	25.57
	2007	15.24	2.04	5.23	2.18	24.69
Revaluation	2006	14.48	1.87	4.80	2.19	23.34
	2005	16.05	2.26	3.34	2.78	24.43
	2004	16.47	1.89	5.09	2.95	26.40
	2003	12.60	2.04	4.34	4.00	22.98
	2002	17.62	2.74	5.26	6.69	32.31
Revaluation	2001	16.06	2.74	4.69	6.76	30.25
	2000	16.12	2.22	4.44	5.89	28.67
	1999	12.63	2.12	4.44	6.10	25.29

* The final tax rate for 2017 will be set in Oct/Nov, at which time the Select Board may vote to utilize monies from the Unassigned Fund Balance to reduce the tax rate. Many other factors also impact the final tax rate, such as State sources of revenue, total assessed property values, and the State Education adequacy grants



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 10/23/2017

Agenda Item No. 8c

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017

Agenda Item Title: Local Update of Census Addresses (LUCA) – 2020 Census

Requested By: Julie Glover

Date: 10/20/2017

Contact Information: 603-659-5414

Presented By: Town Administrator Julie Glover

Description: Request permission to provide the Federal Government with the requested information to complete the LUCA operation which is the 1st step in the 2020 census and to obtain assistance from the Strafford Regional Planning Commission. LUCA is the only opportunity offered to tribal, state, and local governments to review and comment on the U.S. Census Bureau's residential address list for their jurisdiction prior to the 2020 Census. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census.

Financial Details: No direct financial costs, other than staff time

Legal Authority: NH RSA 41:8

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Move to grant the Town Administrator permission to release requested information to the Federal Government in order for the Census Bureau to complete the 2020 census with accuracy.

A Message from Governor Chris Sununu

Encouraging Cities and Towns to Participate in 2020 Census Efforts



As the 2020 census approaches, I am asking all cities and towns in our great state to join in the effort to make sure every New Hampshire citizen is counted. An accurate count is important to the State and its municipalities for a variety of reasons, and the special role that local communities play in our State's governance and culture makes local government participation in the 2020 census efforts critical to our success in ensuring fair representation for New Hampshire.

For the state as a whole, the census plays a key role in ensuring that New Hampshire receives a fair share of our citizens' tax dollars back from the Federal Government. The stakes are also high for municipalities. Every city and town has an interest in seeing that all of its citizens are counted. This is because the State also uses census data for a variety of purposes, including the drawing of district maps for the General Court and Executive Council, the distribution of State funding and grant monies, and regional planning initiatives.

The first important step in the 2020 census is the Local Update of Census Addresses (LUCA) operation. It is through the LUCA program that cities and towns will have an opportunity to verify and update the address lists that the Census Bureau will use when it begins the actual count in 2020. The Census Bureau is currently distributing invitation letters and registration forms to over 39,000 eligible governments, including New Hampshire's municipalities, and the last day to register for the LUCA program is **December 15, 2017**. For more information, visit the LUCA website at <https://www.census.gov/geol/partnerships/luca.html>.

With the help of the 234 cities and towns across our state, I am confident that we can ensure that all of our citizens are counted and that New Hampshire receives the representation and support that it deserves. My administration is committed to working with you to make this happen.

Thank you in advance for joining us in this effort.



United States Census Bureau • Local Update of Census Addresses (LUCA) Operation

Census data tells us who we are as a community

The U.S. Constitution requires that a census be conducted every ten years. Although the primary purpose of the decennial census is to apportion seats in the U.S. House of Representatives, census data is used to:

- Distribute federal funds for over 1,000 programs administered by 26 federal agencies to tribal, state, and local governments.
- To help the federal government distribute more than \$400 billion in funds annually for infrastructure, programs, and services. Most of these programs distribute funds based on formulas that use census data.
- Provide statistical support for grant applications that fund community and regional development, education, agriculture, energy, and environmental programs, as well as other needed community improvements and enhancements.
- Help your community plan for future needs.
- State governments also disperse resources to local governments based on formulas using census data.
- Local governments rely on census socio-economic data such as income, educational attainment, poverty, language spoken, disability status, etc. to plan for future growth.
- To help ensure an accurate decennial census count in your community.

Census data tells us who we are as a community, and census data is collected based on the address list that local governments are asked to verify. Local governments are encouraged to participate in the LUCA program which is a voluntary decennial census operation and is the only opportunity prior to the 2020 Census for local governments to review and update the U.S. Census Bureau's residential address list

for their jurisdiction. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census.

To conduct the census, the U.S. Census Bureau mails questionnaires to every household based on its Master Address File (MAF) of residential and group quarters addresses. However, the MAF may not have every address in every city or town. To make sure that every residence receives a census questionnaire, the Census Bureau invites local governments to verify the Master Address File for their area. Local governments participating in the LUCA program may use local GIS resources with partnership software provided free by the U.S. Census Bureau to verify their addresses, including those in new annexations and developments.

The LUCA program requires an investment of time by local governments to verify the Census Bureau address list for their areas, but failure to verify addresses in our communities may create a larger and more long-term cost. Missing addresses can result in a loss of state and federal grant funds for the next decade. If your government lacks the resources to participate in LUCA, you can arrange for a higher level of government, such as a county; or an organization, such as a regional planning agency or council of governments, to conduct your address review.

If you have any questions, please contact Partnership Specialist Yara McSweeney at 617.733.6175 or at yara.a.mcsweeney@census.gov or Data Dissemination Specialist & Media Relations, Alexandra Barker at 617.519.1099 or alexandra.s.barker@census.gov.



MC3301741460
Lee town
309532

July 17, 2017

Mr. John LaCourse
Selectman
Board of Selectmen
7 Mast Rd
Lee NH 3861

**FROM THE ASSOCIATE DIRECTOR FOR
DECENNIAL CENSUS PROGRAMS**

The U.S. Census Bureau invites your government to participate in the 2020 Census Local Update of Census Addresses Operation (LUCA), as mandated by the Census Address List Improvement Act of 1994 (Public Law 103-430). This is the only opportunity offered to tribal, state, and local governments to review and update the Census Bureau's residential address list prior to the 2020 Census. The Census Bureau relies on a complete and accurate address list to reach every living quarters and associated population for inclusion in the census. Participation in LUCA can help ensure an accurate count for your jurisdiction.

Enclosed with this letter are:

2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide

Use this guide to answer questions about participation in LUCA.

Confidentiality and Security Guidelines

All LUCA liaisons, reviewers, and anyone with access to the Census Bureau's Title 13 materials must read, understand, and agree to abide by these guidelines.

Please respond to the LUCA invitation by completing the ***Registration Form***. We appreciate a response, even if you decline to participate. If your government plans to participate, then also complete and return the following forms:

- *Self-Assessment Checklist;*
- *Confidentiality Agreement; and*
- *Product Preference Form.*

For your convenience, enclosed is a postage-paid envelope for your response. As an alternative, you may also scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.





CONFIDENTIALITY AGREEMENT FORM
2020 CENSUS LOCAL UPDATE OF CENSUS ADDRESSES OPERATION (LUCA)

U.S. DEPARTMENT OF COMMERCE
 Economics and Statistics Administration
 U.S. CENSUS BUREAU

Entity ID
 MC3301741460
 Government Name
 Lee town

A. TERMS, CONDITIONS, AND RESPONSIBILITIES FOR PARTICIPATING IN THE 2020 CENSUS LUCA OPERATION

All LUCA liaisons, reviewers, and anyone with access to Title 13, United States Code (U.S.C.) LUCA materials must agree to keep confidential the Title 13 materials to which they have access, including any maps that contain structure points showing the location of living quarters. They may use this information solely for suggesting improvements to the Census Bureau's address list and maps.

All individuals who will review or have access to Census Bureau Title 13 materials must sign below to indicate they have read and understand the Census Bureau's Confidentiality and Security Guidelines for LUCA. In addition, those who sign the agreement swear, under penalty of perjury, to maintain the confidentiality of Census Bureau materials protected under Title 13. Further, a signature indicates recognition that the penalty for wrongful disclosure is a fine of not more than \$250,000 or imprisonment for not more than 5 years, or both. Although access to the data is temporary, this commitment is permanent. You must be at least 18 years of age to sign this agreement.

By signing this agreement, your government agrees to destroy all Census Bureau Title 13 materials or return them to the Census Bureau at the completion of LUCA.

B. LIAISON INFORMATION

Liaison's Printed Name _____ Area code Telephone number Ext.
 [][][] - [][][] - [][][][] - [][][][]

Liaison's Signature _____ Date
 Month Day Year
 [][] [][] [][][][]

Name of LUCA Liaison's Office, Department, or Agency – (Assessor's Office, Planning Department, Regional Planning Agency, etc.) – Please print

Address of LUCA Liaison's Office, Department, or Agency – (House number and street name, RR or HC, and box number) – Please print

City _____ State _____ ZIP Code _____

Email address _____

C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS

Printed name _____ Area code Telephone number Ext.
 Rachael Mack 603 - 994 - 3500 - [][][]

Signature _____ Date
 Rachael Mack 09 07 2017
 [][] [][] [][][][]

Address, if different from Liaison – (House number and street name, RR or HC, and box number) – Please print

150 Wakefield St Suite 12
 City Rochester State NH ZIP Code 03867

Email address
 rmack@strafford.org

Printed name _____ Area code Telephone number Ext.
 [][][] - [][][] - [][][][] - [][][][]

Signature _____ Date
 [][] [][] [][][][]

Address, if different from Liaison – (House number and street name, RR or HC, and box number) – Please print

City _____ State _____ ZIP Code _____

E-mail address _____

Section C continued on the reverse



C. INFORMATION FOR REVIEWER(S) and PERSON(S) WITH ACCESS TO TITLE 13, U.S.C. MATERIALS - Continued

Printed name	Area code Telephone number Ext. <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature	Date Month Day Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print	
City	State ZIP Code
Email address	

Printed name	Area code Telephone number Ext. <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature	Date Month Day Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print	
City	State ZIP Code
E-mail address	

Printed name	Area code Telephone number Ext. <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature	Date Month Day Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print	
City	State ZIP Code
E-mail address	

Printed name	Area code Telephone number Ext. <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Signature	Date Month Day Year <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Address, if different from Liaison - (House number and street name, RR or HC, and box number) - Please print	
City	State ZIP Code
E-mail address	

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LJCA 63-E, National Processing Center, 1201 East 10th St., Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.LJCA@census.gov

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU



**REGISTRATION FORM
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

Entity ID
MC3301741460
Government Name
Lee town

A. PARTICIPATION RESPONSE (Submission Deadline December 15, 2017)

1. **YES** Our government is registering for LUCA. – *Complete Sections B and C.*
2. **NO** Our government is not registering for LUCA. – *Complete Section B and mark an (X) for each reason that applies:*
- a. Another level of government (state or county) that includes our jurisdiction is participating in LUCA
 - b. Insufficient staff
 - c. Lack of funds
 - d. No time/too busy
 - e. No local address list available
 - f. Concerns about Census Bureau Title 13 materials
 - g. Restrictions on using Census Bureau Title 13 materials for other purposes
 - h. Other reason – *Specify (Please print)* _____

Thank you for your comments. We will use them to help improve future LUCA operations.

B. SIGNATURE OF TRIBAL CHAIR OR HIGHEST ELECTED/APPOINTED OFFICIAL RESPONDING TO THE LUCA INVITATION

1. Printed name of Tribal Chair or Highest Elected Official/Appointed Official – *First, middle initial, last*

2. Signature of Tribal Chair or Highest Elected Official/Appointed Official

Date		
Month	Day	Year
[][]	[][]	[][][][]

3. Position – *(e.g., Tribal Chair, Governor, Commissioner, Mayor, Supervisor; please do not abbreviate)* – *Please print*

4. Physical/Mailing address

Number and street name _____

City _____ State _____ ZIP Code _____

5. Telephone

Area code	Number	Extension
[][][]	[][][][][]	[][][][]

6. Email address _____

C. LIAISON INFORMATION – Designate your LUCA Liaison.

This is the person responsible for protecting the confidential Census Bureau materials covered by Title 13, U.S. Code.

Complete this section only if you are participating in LUCA

1. Name – *(Please print)*

2. Department, Organization, or Agency name – *(e.g., Planning and Zoning, Regional Planning Agency; please do not abbreviate)*

3. Position – *(e.g., Tribal President, Director, Assessor; Planner; please do not abbreviate)*

4. Physical/Mailing address

Number and street name _____

City _____ State _____ ZIP Code _____

5. Telephone

Area code	Number	Extension
[][][]	[][][][][]	[][][][]

6. Email address _____

Complete this form and return it along with the completed, signed copies of the Product Preference Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.





**PRODUCT PREFERENCE FORM
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Entity ID	MC3301741460
Government Name	Lee town

Please mark (X) to select a product preference format (Choose #1 OR #2 below)

1. **GUPS** – The Census Bureau’s Geographic Update Partnership Software (GUPS) is a self-contained Geographic Information System (GIS) tool. It includes the Census Bureau’s address list, address count list by census block, and partnership shapefiles. GUPS allows you to add external geospatial data (shapefiles, geodatabases, and imagery) for comparison and update purposes. GUPS functions on Windows XP, Vista, and Windows 7, 8, and 10, and Apple Mac OS X with additional bridge software.

OR

2. Select **one** address list format in **Section A** and **one** map format in **Section B**.

A. Address List – Select Digital or Paper

Digital – Requires the use of a spreadsheet or database software. We will provide the files in Excel Comma Delimited Text (.csv) format.

OR

Paper – Available only to governments with 6,000 or fewer addresses. Each 8 1/2" x 14" page contains six (6) addresses (1,000 pages maximum). Choose **one** address sort preference below:

- Census Tract#/Block#/Street Name/House#/Unit#
- Street Name/House#/Unit/Census Tract#/Census Block# (alphanumeric sort)

You may access the current number of addresses by census block the Census Bureau has on file for your jurisdiction at <http://www.census.gov/geo/partnerships/luca.html>.

B. Maps – Select Digital or Paper

Digital – Partnership shapefiles that require the use of GIS software. Address structure points are **not** included in the partnership shapefiles but can be created from the lat/long coordinates included on the digital address list.

OR

Paper/PDF – Large format paper map(s) (42" x 36") with a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Title 13 requirements apply.

OR

Paper – Large format paper map(s) (42" x 36") only. This does **not** include a DVD of small format (8-1/2" x 14") block maps in Adobe PDF format that contain address structure coordinates showing the location of residential addresses. Non-Title 13.

Note: The shapefiles do NOT contain address points. If you choose a paper address list and digital maps, you will not see map spots in the digital environment. You must select Paper/PDF to review the address structure points.

**LUCA Liaison Package Delivery Address.
Title 13 materials must be delivered to the LUCA liaison. Please print.**

Liaison Name

Department, Organization, or Agency name

Number and street name

Physical/
Mailing
address

City

State

ZIP Code

Telephone

Area code

Number

Extension

Email address

Name of the Person Completing This Form (Please print)

Name

Telephone

Area code

Number

Extension

Email
address

Date

Complete this form and return it along with the completed, signed copies of the Registration Form, Self-Assessment Checklist, and Confidentiality Agreement. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. As an alternative, you may scan your completed forms, including forms with signatures, and email them to GEO.2020.LUCA@census.gov.



U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU



**SELF-ASSESSMENT CHECKLIST
2020 CENSUS LOCAL UPDATE OF CENSUS
ADDRESSES OPERATION (LUCA)**

Entity ID	MC3301741460
Government Name	Lee town

PROTECTING CENSUS BUREAU TITLE 13 MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y, N or NA		
1. Do you understand that the Census Bureau's Title 13 data, including addresses and latitude/longitude coordinate data (structure points), cannot be used to create, update, nor modify a tribal, state, or local jurisdiction address data base?	3	Y	N	
2. Will you store Title 13 materials in a secure location?	4.1, 4.2	Y	N	
3. Will you secure Title 13 materials to prevent unauthorized staff from accessing these materials? This includes staff members other than those who signed the Confidentiality Agreement, that have access to the offices, cabinets, or other areas where Title 13 materials are stored.	4.1, 4.2	Y	N	
4. Will you construct electronic security profiles to allow only those who signed the Confidentiality Agreement to access the Census Bureau's Title 13 materials, if the Title 13 information is placed on a shared computer system? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
5. Will you ensure that your IT system restricts the read, write, delete, and execute functions applicable to the Census Bureau's Title 13 materials to only those individuals that signed the Confidentiality Agreement? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
6. Will you assign an encrypted, unique user-ID and password for each LUCA liaison, reviewer, and anyone with access to Title 13 materials? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA
7. Will you keep Title 13 data separate from your other data? Title 13 data cannot be backed-up, mixed with, nor stored with other data? Required if you are selecting GUPS, the digital address list, or the Paper/PDF maps.	4.1	Y	N	NA

REPORTING AN INCIDENT	Confidentiality & Security Guidelines Reference	Circle Y or N		
8. Will you report to the Census Bureau all violations of unauthorized viewing or loss of Title 13 materials within 24 hours of discovery?	4.3	Y	N	

ON-SITE VISITS	Confidentiality & Security Guidelines Reference	Circle Y or N		
9. Do you understand that the Census Bureau may conduct on-site visits to your office to inspect your security measures regarding the Census Bureau's Title materials?	4.4	Y	N	

DESTRUCTION OR RETURN OF CONFIDENTIAL MATERIALS	Confidentiality & Security Guidelines Reference	Circle Y or N		
10. Will you destroy (the preferred method) or return the Title 13 materials according to the approved destruction or return methods outlined in the Confidentiality and Security Guidelines?	4.5, 4.6	Y	N	

LUCA Liaison Signature	
LUCA Liaison Name (<i>Print</i>)	Date

Complete this form and return it along with the completed, signed copies of the Registration Form, Confidentiality Agreement, and the Product Preference Form. Use the enclosed postage-paid envelope addressed to ATTN: Geography LUCA Materials 63-E, National Processing Center, 1201 East 10th St, Jeffersonville IN 47132. Rather than mailing, you may scan your completed forms, including forms with signatures, and email them to us at GEO.2020.LUCA@census.gov.



**Instructions to Register for the
2020 Local Update of Census Addresses Operation (LUCA)**

A. To help you make an informed decision to participate in the 2020 LUCA Operation, please read:

- 1. 2020 Census Local Update of Census Addresses Operation (LUCA) Information Guide**
 - 2. Confidentiality and Security Guidelines**
-

B. There are four (4) forms to complete for the LUCA registration.

To begin your registration process, complete the forms you received in your invitation package and return them to the Census Bureau in the postage paid, preaddressed enclosed envelope. If you prefer, you may scan your completed, signed forms and email them to GEO.2020.LUCA@census.gov.

1. Registration Form

1.1 If you are participating in LUCA:

- In Section A.1, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- In Section B., “Signature of Tribal Chair or Highest Elected/Appointed Official Responding to the LUCA Invitation” provide:
 - i. The printed name and signature of the Tribal Chair or Highest Elected/Appointed Official
 - ii. Position
 - iii. Physical/Mailing address
 - iv. Telephone number
 - v. Email address
- In Section C, the Tribal Chair or Highest Elected/Appointed Official designates a LUCA Liaison and provides the LUCA Liaison’s:
 - i. Printed name
 - ii. Department, organization, or agency name
 - iii. Position
 - iv. Physical/Mailing Address
 - v. Telephone number
 - vi. Email address
- Please refer to sections 2 through 4 on the following page for instructions on how to complete the remaining three forms.

1.2 If you are designating a higher level of government (state or county) to participate on your government’s behalf as your LUCA Liaison:

- In section A.1, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section B.
- In section C, the Tribal Chair or Highest Elected/Appointed Official designates the LUCA Liaison.
- The LUCA Liaison is required to complete and sign the Confidentiality Agreement Form, Product Preference Form, and Self-Assessment Checklist.
- Please return all four forms to the Census Bureau in the postage-paid, preaddressed envelope, or you may scan your completed forms and email them to [<GEO.2020.LUCA@census.gov>](mailto:GEO.2020.LUCA@census.gov).

1.3 If you are designating a Regional Planning Agency, Council of Governments, or other organization as your LUCA Liaison:

- In section A.1, mark **X**, “**YES** Our government is registering for LUCA.” *Complete Sections B and C.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section B.
- In section C, the Tribal Chair or Highest Elected/Appointed Official designates the LUCA Liaison.
- The LUCA Liaison is required to complete and sign the Confidentiality Agreement Form, Product Preference Form, and Self-Assessment Checklist.
- Please return all four forms to the Census Bureau in the postage-paid, preaddressed envelope, or you may scan your completed forms and email them to [<GEO.2020.LUCA@census.gov>](mailto:GEO.2020.LUCA@census.gov).



1.4 If a higher level of government (state or county), that includes your jurisdiction is participating in LUCA:

- In section A.2, mark X, “NO, Our government is not registering for LUCA.” *Complete Section B.*
- Select a, Another level of government (state or county) that includes our jurisdiction is participating in LUCA.
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section B.
- Please return the form to the Census Bureau in the pre-addressed, postage-paid envelope, or you may scan your completed form and email it to <GEO.2020.LUCA@census.gov>.

NOTE: If you are not participating in LUCA, you do not have to complete and return the remaining three forms (Confidentiality Agreement Form, Product Preference Form, or the Self-Assessment Checklist). Return only the **Registration Form**.

1.5 If you decide not to participate in the 2020 LUCA Operation:

- In Section A.2, mark X, NO, “Our government is not registering for LUCA,” Mark X for each reason that applies. *Complete Section B.*
- The Tribal Chair or Highest Elected/Appointed Official completes and signs section B.
- Please return the form in the postage paid, preaddressed envelope or you may scan your Registration Form and email it to <GEO.2020.LUCA@census.gov>.

NOTE: If you are not participating in LUCA, you do not have to complete and return the remaining three forms (Confidentiality Agreement Form, Product Preference Form, or the Self-Assessment Checklist). Return only the **Registration Form**.

If you are participating in LUCA, the LUCA Liaison is required to complete and sign the remaining three forms.

2. Self-Assessment Checklist for the Confidentiality and Security Guidelines

- Read the Confidentiality and Security Guidelines before filling out this form.
- Answer **yes** or **no** to each question.
- Sign and date the form.

3. Product Preference Form – No Signature required

- In the first section, mark X, if you choose to use the Census Bureau’s Geographic Update Partnership Software (GUPS)
OR
- Mark X to select the format you choose to use for the address list, either digital or paper. If you select the paper address list, choose your sort preference.
- Mark X to select the format you choose to use for the maps; either digital (TIGER partnership shapefiles), or large format paper maps with DVD small format block maps (Title 13 requirements apply), or large format paper maps only (Non-title 13).
- Complete the package delivery address for the LUCA Liaison. *Title 13 materials must be delivered to the LUCA Liaison.*
- Provide the name, telephone number, and email address of the person completing the form.

4. Confidentiality Agreement Form

- In Section A, read the terms, conditions, and responsibilities for participating in LUCA.
- In Section B, provide the LUCA liaison information.
 - i. Printed name
 - ii. Signature
 - iii. Office, department name
 - iv. Office, department address
 - v. Email address
- Ensure that the LUCA Liaison signs and dates this form.
- In Section C, ensure all reviewers and person(s) with access to Title 13 materials sign and date this form.

NOTE: Please return these three forms together with the **Registration Form** in the postage paid, preaddressed envelope or you may scan your completed forms and email them to <GEO.2020.LUCA@census.gov>.



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: October 23, 2017

Agenda Item No. 8d

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017

Agenda Item Title: Roof Repairs at the Public Safety Complex

Requested By: Julie Glover **10/20/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Review the proposal from Harold Holt to repair the roof at the Public Safety Complex.

Financial Details: \$ 2,200. The Town Building CRF balance as of Sept. 27, 2017 is \$219,520.04

Legal Authority NH RSA 41:8, 41:11a; 35

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to grant the Town Administrator permission to enter into a contract agreement with Harold Holt in the amount not to exceed \$2200.00 to complete repair work needed on the PSC roof; funds to come from the Town Building Capital Reserve Fund.

Harold Holt
Home Improvement

324 Hall Road
Barrington, NH 03825
603-767-1488

October 17, 2017

Steel Roof Agreement

Customer: Town of Lee
Public Safety Building
Lee, NH 03861
Attention: Bill


Job Description: New Steel Roof

Labor and Materials To:

- Install ice shield and lifetime film warrantee Fabrell Grand Rib 3 steel roofing on roof on area over back door of police station where valley dumps onto lower roof Approximately 250 square feet
- Install ice shield under entire steel roof
- Build and install shroud over electrical meter
- All work to be done in a professional workmanship manner
- Remove all debris

Total Quote	\$2,200.00
Deposit	\$1,100.00
Balance on Completion	\$1,100.00

Proposed by:



Harold Holt

Accepted by:



TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: October 23, 2017

Agenda Item No. 8e

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/23/2017

Agenda Item Title: Walgreens Flu Clinic

Requested By: Julie Glover **10/20/2017**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Walgreens is requesting permission to hold another FLU CLINIC at the Lee Safety Complex on November 2, 2017 from 9-12pm.

Legal Authority: NH RSA 41:11-a

Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to allow Walgreens to hold a “Flu Clinic” at the Lee Public Safety Complex on November 2, 2017 from 9-12 pm that is open to the public.

CHAPTER 10

Job Performance Evaluations & Merit Pay Increases

All employees shall be subject to job performance evaluations (using the Job Performance Evaluation Form) which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her Department Head. Evaluations shall be conducted upon the successful conclusion of an introductory period (usually six months from the date of hire) and thereafter no later than September 30th of each year. Any suggested pay increases must be included in the upcoming fiscal year's proposed budget.

- A. Employees who are coming off of an introductory period shall not be eligible for a merit pay rate increase, (unless the introductory period is twelve months) except in the event of extraordinary circumstances as may be approved by the Select Board at the time of hire or promotion.

- B. Evaluation forms shall be used as the basis for determining merit pay rate increases to be applied each year. The actual merit amounts to be awarded, if any, shall be determined by the Select Board, subject to the availability of budgeted funds.

The Police Chief and Fire Chief have each established an evaluation process and form in recognition of the unique requirements of each Department. However, all other aspects of this policy shall be followed.

- C. The Town shall complete the evaluation process and determine merit pay rate increases as part of the annual budget process. If any merit increases are to be awarded, they will usually be effective as of July 1st except in the event of extraordinary circumstances as may be approved by the Select Board.

Approved by the Lee Select Board on _____

John La Course, Chairman

Cary Brown

Scott Bugbee

Town of Lee
Job Performance Evaluation Form

EMPLOYEE _____

TITLE _____

INITIAL DATE OF HIRE _____

DATE OF CURRENT CLASSIFICATION _____

EVALUATION PERIOD FROM: _____ TO: _____

DEPARTMENT HEAD _____

TITLE _____

TYPE OF EVALUATION INTRODUCTORY ANNUAL REVIEW

- STEP 1: DEPARTMENT HEAD REVIEW/EVALUATION
- STEP 2: EMPLOYEE & DEPARTMENT HEAD CONSULTATION
- STEP 3: EMPLOYEE ACKNOWLEDGEMENT
- STEP 4: SELECT BOARD REVIEW
- STEP 5: ORIGINAL RETURNED TO TOWN ADMINISTRATOR FOR PERSONNEL FILE

LEVELS OF PERFORMANCE (FOR RATING PURPOSES):

- 0.0 = Unacceptable: Minimum expectations are not being met; performance is deficient; better effort is required; results are unsatisfactory
- 2.0 = Acceptable: Meets expectations; performs assigned tasks and/or responsibilities sufficiently; few deficiencies are noted.
- 2.5 = Above Average: Job performance is noted for occasionally rising beyond basic expectations.
- 3.0 = Commendable: Performance expectations are often exceeded; goes above and beyond the basic effort with good results; proficient in most tasks; mistakes are extremely rare
- 3.5 = Very Good: Consistently performs at a high level with regard to effort and accomplishments.
- 4.0 = Exceptional: Superior effort and outstanding results are consistently demonstrated; serves as a role model for other employees; exemplary conduct in most rating aspects.

GENERAL EVALUATION CRITERIA

(A1) QUALITY OF WORK:

Can the employee be depended upon to meet finished product expectations? Is the work consistently thorough, accurate and timely? Are errors or mistakes often noted? Are things done right the first time? Does the employee forget to do parts of a project? Can the end results be used as an example for others? Is work done neatly or sloppily? Is attention to detail obvious or lacking? Are reports and project documentation completed in an appropriate manner? Has the employee received disciplinary action and/or praise for the quality of work during the review period?

RATING: _____ COMMENTS:

(A.2) QUANTITY OF WORK:

Does the employee keep up or fall behind other workers? Does the employee exceed the output of others? Is work time spent productively? Are daily assignments completed in their entirety? Does the employee exceed goals and/or request additional assignments? What happens to work output before and after break times or absences from work? Has the employee received disciplinary action and/or praise for the quantity of work during the review period?

RATING: _____

COMMENTS: _____

(A.3) PERSONAL WORK HABITS:

Does the employee report to work punctually? How often has the employee used sick leave during the evaluation period? Is leave time abused? Are there any patterns or trends related to workplace attendance? Does the employee repeatedly ask to leave work early due to illness or appointments? Is the employee's appearance neat and appropriate? Does the employee dress appropriately? Does the employee maintain a neat and organized work area? Does the employee report to work when truly sick? Is the employee a positive role model for others? Does the employee conduct himself/herself in a professional manner? Is the employee fair-minded? Does the employee use appropriate language? Is the employee dependable? Does the employee act with integrity? Has the employee received disciplinary action and/or praise for personal work habits during the review period?

RATING: _____

COMMENTS: _____

(A.4) ATTITUDE:

To what extent does the employee cooperate with fellow workers? Is the employee moody or uncommunicative? Does the employee demonstrate enthusiasm or complain about work assignments? How does the employee interact with peers and other Town officials? Does the employee spread gossip or rumors about others? Is the employee's temperament appropriate? How does the employee respond to criticism and suggestions? Does the employee lack tactfulness at times? Is the employee sensitive to the needs or shortcomings of others? Does the employee foster a productive and friendly work atmosphere? Does the employee care about the funds used for departmental purposes? Does the employee treat Town property with respect? Does the employee listen attentively and follow directions? Does the employee comply with directives and policies? Has the employee received disciplinary action and/or praise for his/her attitude during the review period?

RATING: _____

COMMENTS: _____

(A.5) ADAPTABILITY & PROBLEM-SOLVING:

How does the employee cope with unfamiliar work? Does the employee require close supervision? Does the employee show initiative and self-motivation? Is the employee flexible as priorities shift or emergencies develop? Does the employee show an interest in expanding job knowledge? How does the employee react to new ideas? Does the employee suggest new approaches to problem-solving? How does the employee react to unsuccessful experiments? Is the employee able to identify or anticipate problems and communicate such issues to Department Heads? Has the employee received disciplinary action and/or praise for his/her adaptability and problem-solving abilities during the review period?

RATING: _____

COMMENTS: _____

(A.6) SAFETY COMPLIANCE:

Does the employee consistently comply with safety policies and procedures? Does the employee demonstrate concern for a safe work environment? Does the employee engage in horseplay or dangerous behavior? Does the employee have to be reminded to use appropriate protective equipment and practices? Does the employee wear a seat belt in a Town vehicle? Does the employee provide suggestions for enhancing worker safety? Does the employee fulfill his/her risk management obligations? Has the employee had any workplace accidents? Has the employee failed a random drug test? Does the employee recognize the importance of law enforcement in the promotion of safety? Is the employee an active participant on the JLMC? Has the employee received disciplinary action and/or praise for safety related issues during the review period?

RATING: _____

COMMENTS: _____

(A.7) PROFESSIONAL DEVELOPMENT:

Has the employee taken any training classes during the evaluation period? Were educational opportunities initiated by the employee or Department Head? Has the employee demonstrated a willingness to learn? Has the employee met the goals previously established? Has the employee complied with training requirements? Does the employee ask pertinent questions? Has the employee failed any classes or neglected to fulfill any training opportunities? Does the employee share job knowledge with others? What types of certifications have been obtained during the evaluation period? Does the employee exhibit potential for promotion or an upgrade in job classification?

RATING: _____

COMMENTS: _____

(A.8) TECHNICAL SKILLS:

Is the employee familiar with the job description? Is the employee capable of performing all of the duties set forth in the job description? Has the employee demonstrated the ability to perform the duties of the position with distinction? Does the employee avoid certain responsibilities? What has the employee done to stay current in emerging technologies? Does the employee ask questions to better understand his/her responsibilities? Is the employee ready for additional responsibilities? Does the employee voluntarily apply additional skills for the benefit of the department? Is the employee working to his/her maximum potential? Is the employee respected by colleagues? Does the employee look into historical

aspects of a situation? How does the employee fulfill budgetary responsibilities? Has the employee received disciplinary action and/or praise for his/her technical skills during the review period?

RATING: _____ COMMENTS:

(A.9) ORGANIZATION:

Has the employee demonstrated the ability to organize and prioritize assignments? Does the employee appear organized when he/she attends meetings? Are deadlines met? Does the employee frequently appear to be in crisis mode? Does the employee anticipate project obstacles and develop plans to achieve success? Is the employee able to meet the daily workload and if not, does he/she communicate legitimate reasons to a Department Head? Does the employee waste time during the workday? Has the employee received disciplinary action and/or praise for his/her organizational skills during the review period?

RATING: _____

COMMENTS: _____

(A.10) TEAMWORK:

Does the employee accept accountability for individual work contributions? Does the employee solicit input and ideas from others? Does the employee blame others for mistakes? Does the employee offer praise to others? Does the employee have personality conflicts with other members of the work team? Has the employee demonstrated a willingness to share skills and coach others? Does the employee ask for others to help with a difficult task or volunteer to help other employees? Does the employee speak of Town government or Town officials in a complimentary or derogatory manner? Does the employee speak of wanting to work somewhere else or of striving for advancement? Does the employee respect the chain of command? Has the employee received disciplinary action and/or praise for his/her teamwork during the review period?

RATING: _____

COMMENTS: _____

(A.11) PUBLIC RELATIONS & COMMUNICATIONS:

Does the employee communicate appropriately with citizens? How does the employee respond to citizen requests for service? Has the employee gone above and beyond the call of duty to help someone? Does the employee provide concise verbal and/or written communications to Department Heads, subordinates and co-workers? Does the employee spread misinformation or partial renderings of actual events? Is the employee an advocate for the department? Does the employee accurately explain his/her role in Town government to others? Does the employee refer citizen inquiries to Department Heads? Has the employee been the recipient of a citizen complaint and if so, was there any validity to the complaint? Has the employee done anything to cast discredit on the department? How does the employee interact with other government agencies and/or the press? How are reports and presentations handled? Has the employee receive disciplinary action and/or praise for public relations activity and communication skills during the review period?

RATING: _____

COMMENTS: _____

(A.12) LEADERSHIP:

Is the employee a leader or a follower? Does the employee delegate appropriately? Has the employee made himself/herself critical to the success of the department/Town? Is the employee effective when working in a Department Head capacity? Does the employee set a good example for others? Has the employee established personal goals and objectives? Does the employee promote innovation? Does the employee show initiative or a take charge approach to work assignments? Does the employee demonstrate unique personal skills? Does the employee empower subordinates? Does the employee need to be told what to do?

RATING: _____

COMMENTS: _____

PART B. ADDITIONAL EVALUATION CRITERIA

(B.1) ACCOMPLISHMENTS:

(B.2) STRENGTHS:

(B.3) WEAKNESSES:

(B.4) ACTION PLAN FOR IMPROVEMENTS:

(B.5) OTHER DEPARTMENT HEAD COMMENTS:

PART C. ACKNOWLEDGEMENTS

DEPARTMENT HEAD SIGNATURE

DATE: _____

EMPLOYEE'S ACKNOWLEDGEMENT:

Check each box that is applicable and initial where appropriate:

- _____ I agree with this rating/evaluation
- _____ I do not agree with this rating/evaluation
- _____ I accept my rating, but there are some parts that I do not agree with
- _____ I have had an opportunity to discuss this evaluation with my Department Head

EMPLOYEE'S COMMENTS:

EMPLOYEE'S SIGNATURE

DATE

TOWN OF LEE, NEW HAMPSHIRE

CREDIT CARD POLICY

SECTION I. PURPOSE:

The purpose of this Policy is to establish guidelines and procedures for the use of Town of Lee issued credit cards for Town purchases.

SECTION II. AUTHORITY:

This Policy has been adopted by the Select Board as it relates to their management of the Town's prudential affairs and their authority over expenditures.

SECTION III. DEFINITIONS:

A) "Cardholder": An authorized employee issued a Town credit card.

B) "Corporate Credit Card": A credit card account that can be utilized by the various Town Departments with purchasing limits, consolidated under one account for ease of billing and tracking. The credit card account to be utilized will be established by the Finance Officer and Treasurer and employees are not authorized to open separate credit card accounts with other financial institutions, department stores or other entities.

C) "Credit Limit": The maximum balance allowed for a particular credit card over the course of a monthly billing cycle.

D) "Grace Period": The period of time from the date of purchase of goods until the payment is due.

SECTION IV. OBJECTIVES:

The primary objective of this credit card policy is to establish guidelines for Department Heads that have been authorized to use a Town credit card for the purpose of purchasing Town goods and/or services as required. It is not designed to circumvent the normal purchasing process where approved vendors will bill the Town. The purpose of establishing a "corporate" credit card for Town purchases is as follows:

1. To facilitate a streamlined method of purchasing certain items, thereby reducing paperwork and processing time;
2. To provide a method of purchasing items via the Internet, thereby taking advantage of more competitive pricing for certain goods; and
3. To minimize the need for employees to utilize their own personal funds to procure goods and/or services for the Town.

SECTION V. SCOPE:

The Town Administrator will oversee the administration of credit cards in accordance with this Policy and in conjunction with the Town Department Heads. Cards will be available to appropriate individuals who handle the purchasing needs of each department. The overall credit limit for the Town shall not exceed \$10,000.

SECTION VI. CREDIT CARD USE:

1. Use of the credit card for personal purchases or expenses even if it is with the intention of reimbursing the Town is prohibited.
2. All requirements of the Purchasing Policy apply to the use of credit cards. If a vendor will allow an order to be placed and send an invoice then this is the preferred method of order processing, unless immediate payment is required in order to procure the goods or services to satisfy a legitimate business need.
3. Meal receipts (usually in conjunction with official travel and/or attendance at a conference) must include details of purchase. No charges for alcohol or entertainment will be allowed.
4. Cash advances through bank tellers or automated teller machines are prohibited. This includes, but is not limited to travelers' checks and money orders, even if purchased at a location other than a bank, such as the post office.
5. Cardholders are responsible for the security of the credit card while in their possession and shall immediately notify the Finance Officer and Town Administrator if the card is lost or stolen.
6. Cardholders shall sign the attached Cardholder Agreement as shown in Appendix A.
7. Cardholders shall be responsible for purchasing within established credit limits as set by Town Policy. Department heads shall be responsible for ensuring that any purchases with a Town credit card are conducted within authorized department budgetary limits.
8. Splitting of charges to avoid the transaction limit set for the credit card is prohibited.
9. Purchases made by Cardholders must be accompanied by original receipts and submitted to the Finance Office **within two (2) business days of purchase**, so that they may be accounted for once the billing statement is received. Receipts must be coded with the department head's authorization and budgetary line item allocation(s) in accordance with the Town's approved budget.
10. If a return or exchange is required, Department Heads shall verify that proper credit was received from the vendor and submit the appropriate paperwork to the Finance Office to accompany the billing statement. In no case shall a cardholder accept cash in exchange for a returned item.
11. All purchases made with the credit card shall be paid for within the grace period so that no interest charges or penalties will accrue. If any such charges are levied as a result of a receipt(s) not being provided in a timely manner, the Department Head's budget will be charged and disciplinary action may follow.

12. Any incentive program benefits derived from use of the Town credit card shall be the property of the Town. The Select Board may authorize the Town Administrator to determine the use of such incentive program benefits.
13. Not submitting proper documentation in a timely fashion may result in loss of credit card privileges and/or personal liability.
14. Misuse of a Town credit card by an authorized employee may result in loss of the credit card and/or disciplinary action against the employee, up to and including termination of employment.
15. It is the responsibility of the Finance Office to immediately query Department Heads if there is any suspected fraudulent activity on the credit card. It is essential that time frames and documentation requirements established by the credit card issuer be followed to protect the Town's rights in a dispute.
16. In case of an exception or disputed charge, the Department Head shall first contact the vendor, and then advise the Finance Officer. Most exceptions or issues can be resolved at this level. When the vendor corrects the problem, the Finance Officer should see the correction on the next monthly statement. If the Town cannot reach an agreement with the vendor, the next step is to contact the Credit Card Issuer.

SECTION VIII. AMENDMENTS:

This policy may from time to time be amended by the vote of the Select Board at a regularly scheduled Select Board Meeting.

This policy is effective upon a vote of the Select Board on _____.

Town of Lee Select Board

John R. LaCourse, Chairman

Cary Brown

Scott Bugbee

TOWN OF LEE, NEW HAMPSHIRE

CREDIT CARD POLICY

APPENDIX A

Cardholder Agreement

I have read and understand the Credit Card Policy for the Town of Lee. I understand that the Town of Lee is liable to the financial institution for all charges made by me, as well as charges incurred by my designee(s).

I agree to accept responsibility for the protection and proper use of the credit card while it is in my possession. I understand that I am responsible for retaining all receipts for processing to the Finance Office and that failure to provide receipts may result in a payroll withholding. I understand that I CAN NOT use the credit card for personal use even if the intent is to reimburse the Town.

I understand that any violations of this policy will result in disciplinary action in accordance with the applicable Town Personnel Policy and/or Departmental Policy. I understand that disciplinary action may result in TERMINATION of my employment with the Town. Should I fail to use this credit card properly, I authorize the Town of Lee to deduct an amount equal to the discrepancy from my next payroll check. I also agree to allow the Town of Lee to collect any amounts owed by me even if I am no longer employed by the Town. If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay all reasonable legal fees incurred by the Town in such proceedings.

I understand the Select Board may terminate my rights to use the credit card at any time for any reason. I agree to return the credit card to the Finance Officer immediately upon request or upon termination of employment.

Cardholder Name (print)

Cardholder Signature

Date

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2014 to March 31, 2015

TOWN / CITY OF: Lee, NH
COUNTY OF: Strafford
CERTIFICATION DATE: October 9, 2017

SEND SIGNED COPY TO: DEPT. OF REVENUE ADMINISTRATION
 PROPERTY APPRAISAL DIVISION
 P.O. BOX 487
 CONCORD, NH 03302-0487

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

# 1	# 4	# 5	# 6	#6	#7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %	
Chinburg Builders 0 3 Penstock Way Newmarket, NH 03857	WHITE PINE	45.410			\$135.00	\$6,130.35	\$613.04	
	HEMLOCK	0.205			\$42.50	\$8.71	\$0.87	
	RED PINE	0.000			\$45.00	\$0.00	\$0.00	TOTAL TAX
ACCOUNT OR SERIAL #: 1	SPRUCE & FIR	0.550			\$82.50	\$45.38	\$4.54	DUE ON THIS
	HARD MAPLE	0.125			\$242.50	\$30.31	\$3.03	OPERATION
# 2 BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT MAP & LOT NUMBER 19-04-0000	WHITE BIRCH	0.000			\$65.00	\$0.00	\$0.00	(TOTAL OF
	YELLOW BIRCH	0.000			\$162.50	\$0.00	\$0.00	COL. # 9)
	OAK	12.220			\$325.00	\$3,971.50	\$397.15	
	ASH	0.650			\$115.00	\$74.75	\$7.48	
	BEECH & S. MAPLE	1.685			\$65.00	\$109.53	\$10.95	
	PALLET / TIE LOGS	11.015			\$40.00	\$440.60	\$44.06	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
					TONS	CORDS		
# 3 OPERATION NUMBER 14-255-03	SPRUCE & FIR		0.00	0.00	\$ 1.50	\$ 5.50	\$0.00	\$0.00
	HARDWOOD & ASPEN		0.00	0.00	\$ 4.00	\$ 10.00	\$0.00	\$0.00
	PINE		188.16	0.00	\$ 1.25	\$ 3.00	\$235.20	\$23.52
	HEMLOCK		0.00	0.00	\$ 2.50	\$ 7.00	\$0.00	\$0.00
	WHOLE TREE CHIPS		343.09	0.00	\$ 1.00	\$ -	\$343.09	\$34.31
	HIGH GRADE SPRUCE		0.00	0.00	\$ 25.00	\$ -	\$0.00	\$0.00
	CORDWOOD		0.00	47.06	\$ -	\$ 11.50	\$541.19	\$54.12
						\$11,930.61	\$1,193.07	

**ORIGINAL WARRANT
YIELD TAX LEVY**
October 9, 2017
THE STATE OF NEW HAMPSHIRE

Strafford

TO: COLLECTORS NAME, Collector of Taxes for Town of Lee, NH, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$1,193.07**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Lee, NH

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

DATE SIGNED: October 9, 2017

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Chinburg Builders 3 Penstock Way Newmarket, NH 03857	19-04-0000	14-255-03	\$1,193.07

TAX DUE DATE: November 8, 2017 TOTAL YIELDTAX: \$1,193.07

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2014 to March 31, 2015

TOWN: Lee, NH
 COUNTY: Strafford
 OWNER: Chinburg Builders
 OWNER:
 ADDRESS: 3 Penstock Way
 ADDRESS: Newmarket, NH 03857

INTENT FILED DURING TAX YEAR: April 1, 2014 to March 31, 2015

ACCOUNT & SERIAL #: 1
 MAP & LOT #: 19-04-0000
 OPERATION #: 14-255-03
 DATE OF BILLING: October 9, 2017

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS			
WHITE PINE	\$110.00	\$160.00			\$50.00	0.50	\$ 135.00	45.410			
HEMLOCK	\$35.00	\$50.00			\$15.00	0.50	\$ 42.50	0.205			
RED PINE	\$40.00	\$50.00			\$10.00	0.50	\$ 45.00	0.000			
SPRUCE & FIR	\$65.00	\$100.00			\$35.00	0.50	\$ 82.50	0.550			
HARD MAPLE	\$160.00	\$325.00			\$165.00	0.50	\$ 242.50	0.125			
WHITE BIRCH	\$50.00	\$80.00			\$30.00	0.50	\$ 65.00	0.000			
YELLOW BIRCH	\$125.00	\$200.00			\$75.00	0.50	\$ 162.50	0.000			
OAK	\$250.00	\$400.00			\$150.00	0.50	\$ 325.00	12.220			
ASH	\$80.00	\$150.00			\$70.00	0.50	\$ 115.00	0.650			
BEECH/SOFT MAPLE	\$45.00	\$85.00			\$40.00	0.50	\$ 65.00	1.685			
PALLET/TIE LOGS	\$30.00	\$50.00			\$20.00	0.50	\$ 40.00	11.015			
Hickory	\$0.00				\$0.00	0.00	\$ -	0.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$1.00	\$2.00	\$3.50	\$7.50	\$1.00	\$4.00	0.50	\$ 1.50	\$ 5.50	0.000	0.000
HARDWOOD & ASPEN	\$3.00	\$5.00	\$6.00	\$14.00	\$2.00	\$8.00	0.50	\$ 4.00	\$ 10.00	0.000	0.000
PINE	\$1.00	\$1.50	\$2.00	\$4.00	\$0.50	\$2.00	0.50	\$ 1.25	\$ 3.00	188.160	0.000
HEMLOCK	\$2.00	\$3.00	\$4.00	\$10.00	\$1.00	\$6.00	0.50	\$ 2.50	\$ 7.00	0.000	0.000
WHOLE TREE CHIPS	\$0.50	\$1.50	\$0.00	\$0.00	\$1.00	\$0.00	0.50	\$ 1.00	\$ -	343.090	0.000
HIGH GRADE SPRUCE	\$20.00	\$30.00	\$0.00	\$0.00	\$10.00	\$0.00	0.50	\$ 25.00	\$ -	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$8.00	\$15.00	\$0.00	\$7.00	0.50	\$ -	\$ 11.50	0.000	47.060

* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE

FORM

PA-8

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

REPORT OF WOOD OR TIMBER CUT

RSA 79:11

See Instructions on back of form

OPERATION # 14-255-03 - T

For Tax Year April 1, 2014 to March 31, 2015

Mailing Address:

CHINSBURGH BUILDERS

3 PENSTOCK WAY
NEW MARKET

NH 03857-

- 1. City/Town of: LEE
- 2. Tax Map/Lot # or USFS sale name/unit #: M19 L04
- 3. Exact Acreage of Cut: 0
- 4. Is the cutting complete? Yes No
- 5. If yes, date cutting was completed? 12/12/14
- 6. Name of sawmill or pulp mill logs or pulpwood was sold to:

NAME Verso Paper

NAME USWA

NAME Placemat River

NAME T-D Traction Products

NAME Kennabunk Lumber

7. I hereby report the wood or timber cut under penalty of perjury.
(If a corporation, an officer must sign)

SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER [Signature] DATE 10/4/17

SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER _____ DATE _____

CORPORATE OFFICER NAME AND TITLE _____ DATE _____

PRINT OWNER(S) NAME Jon Chinsburg VP

MAILING ADDRESS 3 Penstock Way

CITY/TOWN Newmarket NH STATE NH ZIP CODE 03857

TELE NO.: 603 868-5995

8. Description of Wood or Timber Cut

SPECIES	EXACT SCALE CUT	
	USE INTERNATIONAL 1/4	RULE LOG SCALE
White Pine	45410	MBF
Hemlock	205	MBF
Red Pine	0	MBF
Spruce & Fir	55	MBF
Hard Maple	125	MBF
White Birch	0	MBF
Yellow Birch	0	MBF
Oak	12220	MBF
Ash	45	MBF
Beech & Soft Maple	1085	MBF
Pallet or Tie Logs	11015	MBF
Others (Specify)		MBF
PULPWOOD	TONS	OR CORDS
Spruce & Fir		
Hardwood & Aspen		
Pine	186.16	
Hemlock		
Whole Tree Chips	343.09	
MISCELLANEOUS:		
High Grade Spruce/Fir	0	Tons
Cordwood & Fuelwood	0	Cords

9. Species and Amount of Wood or Timber for Personal Use or Exempt. See exemptions on back of form.

Species:	Amount
0	0

10. Under penalty of perjury, I (the logger/forester or person responsible for cutting) declare that I have verified that the above figures are true and correct.

SIGNATURE (IN INK) OF LOGGER/FORESTER RESPONSIBLE FOR CUTTING [Signature]

DATE: 12/12/14

PENALTY: Any person who fails to file a Report of Wood or Timber Cut with the proper assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 79:11, shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a report or willfully falsifies a report, the assessing officials shall assess doamage which is two times what the tax would have been if the report has been properly filed. Refer to RSA 79:12 for the complete statute on doamage.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION NOTICE OF INTENT TO CUT WOOD OR TIMBER

RSA 79:10

See instructions on back.

YR 14 TOWN 355 OP# 04 T

For Tax Year April 1, 20 14 to March 31, 20 15

PLEASE TYPE OR PRINT

- 1 City/Town of Lee
2 Tax Map No./Lot or USFS sale name & unit #: 19-04-00
3 Is this intent an: Original [X] Supplemental [] Orig. Oper. #
4 Name of road from which accessible: Nelsy
5 a Acreage of lot: 35 Acreage of cut:
b Anticipated start date: 7/14/14
6 Type of ownership (check only one):
a Owner of Land and Stumpage []
b Previous owner retaining deeded timber rights []
c Owner/Purchaser of stumpage & timber rights on public lands []

Report of Cut Form/Certificate to be sent to:

OWNER [X] LOGGER/FORESTER []

7 I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first.

Timber Tax Information is Available at www.revenue.nh.gov Questions?? Call (603) 271-2687

A [Signature] DATE 7/10/14
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER

B [Signature] DATE
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER

C CORPORATE OFFICER NAME AND TITLE

Chinsburgh Builders
3 Penstockway
New Market NH
CITY/TOWN STATE ZIP CODE

Tele. No.: 603 868-5995

FOR ASSESSING OFFICIALS ONLY

The selectmen/assessing officials hereby certify that:

- 1 All owners of record have signed intent;
2 The land is not under the Current Use-unproductive category;
3 The form is complete and accurate; and
4 Any timber tax bond required has been received.
Enter Amount of Timber Tax Bond Required and Date Posted:

\$ _____ Date _____

- 5 The tax collector will be notified within 30 days of receipt per RSA 79:10;
6 This form to be forwarded to DRA within 30 days.

8 Description Of Wood Or Timber To Be Cut

Table with 2 columns: Species, Estimated Amount To Be Cut. Rows include White Pine (24,000 MBF), Hemlock, Red Pine, Spruce & Fir, Hard Maple, White Birch, Yellow Birch, Oak (12,000 MBF), Ash, Beech & Soft Maple, Pallet or Tie Logs (12,000 MBF), Others (Specify).

Table with 3 columns: Pulpwood, Tons, or Cords. Rows include Spruce & Fir, Hardwood & Aspen (60), Pine (80), Hemlock, Whole Tree Chips (28).

Miscellaneous table with 2 columns: Species, Amount. Rows include Birch Bolts, Cordwood & Fuelwood (32 Cords).

9 Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Table with 2 columns: Species, Amount.

10 By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner.

[Signature] DATE 8/13/14
SIGNATURE OF LOGGER/FORESTER OR PERSON RESPONSIBLE FOR CUTTING

Doucette Logging 207-252-5851
PRINT NAME TELEPHONE

12a Blackberry Hill Rd
Berwick, Maine 03901
MAILING ADDRESS CITY/TOWN STATE ZIP CODE

[Signature] DATE 9/2/14
[Signature] DATE 9/2/14
[Signature] DATE 9/10/14
SIGNATURE (in ink) OF ASSESSING OFFICIAL DATE

Average Stumpage Value List

Suggested for the **SOUTHERN** Region of N.H.

October 1, 2014 to March 31, 2015

Available at www.nh.gov/revenue

LOW VALUE: LARGE LOGGING COSTS, POOR ACCESIBILITY OR LOW GRADE TIMBER

HIGH VALUE: SMALL LOGGING COST, GOOD ACCESIBILITY, OR HIGH GRADE TIMBER

SAW LOGS	MBF LOW	MBF HIGH
White Pine	\$110.00	\$160.00
Hemlock	\$35.00	\$50.00
Red Pine	\$40.00	\$50.00
Spruce & Fir	\$65.00	\$100.00
Hard Maple	\$160.00	\$325.00
White Birch	\$50.00	\$80.00
Yellow Birch	\$125.00	\$200.00
Oak	\$250.00	\$400.00
Ash	\$80.00	\$150.00
Beech & Soft Maple	\$45.00	\$85.00
Pallet & Tie Logs	\$30.00	\$50.00

Stumpage values for species not listed are available from DRA @ (603) 230-5950

PULPWOOD	TONS	CORDS
	LOW-HIGH	LOW-HIGH
Spruce & Fir	\$1.00-\$2.00	\$3.50-\$7.50
Hardwood & Aspen	\$3.00-\$5.00	\$6.00-\$14.00
Pine	\$1.00-\$1.50	\$2.00-\$4.00
Hemlock	\$2.00-\$3.00	\$4.00-\$10.00
Fuel Chips	\$.50-\$1.50	
MISCELLANEOUS	TONS	CORDS
	LOW-HIGH	LOW-HIGH
High Grade Spruce	\$20.00-\$30.00	
Cordwood		\$8.00-\$15.00

Note: The assessing official shall use the average stumpage value list provided by the department of Revenue Administration, taking into consideration the location of the timber, the quality of the timber, the size of the sale and other factors necessary to harvest the wood or timber that affect the value of timber being cut.

Upon a claim of over assessment, the assessing official shall consider the stumpage price paid or conduct an inspection of the property and use the above stumpage value list.

This is only an **Average** stumpage value range list. The selectman/Assessor may go above or below.

Prepared by:



Jesse Bushaw, LPF

Department of Revenue Administration

This stumpage value forecast is compiled from a survey two weeks prior to printing.

Values may change during this period.

October 1, 2014

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Forests and Lands
FOREST PROTECTION BUREAU
DEPUTY WARDEN APPOINTMENT FORM

YEAR: 2018 TOWN: LEE UNIT: _____ DIST.: 13

INFORMATION FOR (APPOINTMENT) AS: **DEPUTY FOREST FIRE WARDEN**

NAME: Devon Skerry


MAILING ADDRESS: 1 Sheep Rd, Lee, NH 03861

HOME PHONE #: (603) 533-5408 BUSINESS PHONE #: (603) 659-5411

DATE OF BIRTH: 07/4/93 SOCIAL SECURITY #: _____

EMAIL: D.Skerry@LeeFire.org

Warden/Selectmen/Mayor/Town/City/ Manager Recommend the above named person:


Forest Fire Warden

Date

Chairperson, Mayor, Town/City Manager

Date

Selectman

Date

Selectman

Date

Authorized to Issue Fire Permits Yes No

Authorized to Issue Official Warnings Yes No

DELETE PREVIOUS APPOINTMENT OF: Joseph Lombardo

Forest Ranger Approval

Date

Director NH Division of Forests and Lands

Date

STATE OF NEW HAMPSHIRE
Department of Resources and Economic Development
Division of Forests and Lands
FOREST PROTECTION BUREAU
DEPUTY WARDEN APPOINTMENT FORM

YEAR: 2018 TOWN: LEE UNIT: _____ DIST.: 13

INFORMATION FOR (APPOINTMENT) AS: DEPUTY FOREST FIRE WARDEN

NAME: Ben Allen

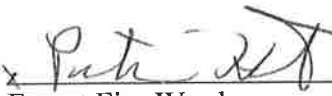
MAILING ADDRESS: 23 Lee Hook Rd, Lee, NH 03861

HOME PHONE #: (603) 842-0781 BUSINESS PHONE #: (603) 659-5411

DATE OF BIRTH: 1/1/91 SOCIAL SECURITY #: _____

EMAIL: ba50ford@comcast.net

Warden/Selectmen/Mayor/Town/City/ Manager Recommend the above named person:


Forest Fire Warden

Date

Chairperson, Mayor, Town/City Manager

Date

Selectman

Date

Selectman

Date

Authorized to Issue Fire Permits Yes No

Authorized to Issue Official Warnings Yes No

DELETE PREVIOUS APPOINTMENT OF: Dan Brothwell

Forest Ranger Approval

Date

Director NH Division of Forests and Lands

Date



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of FORESTS and LANDS
172 Pembroke Road Concord, New Hampshire 03301

JEFFREY J. ROSE
Commissioner

603-271-2214
FAX: 603-271-6488

BRAD SIMPKINS
Director

To: Town Selectmen and Wardens
CC: Forest Rangers
From: Steven Sherman, Chief
NH Forest Protection Bureau

Subject: 2018 Forest Fire Warden/Deputy Reappointment Forms

Enclosed please find the forms to recommend your Town Forest Fire Warden, Deputy Wardens and Issuing Agents for reappointment to their respective positions.

You will find that the 2018 reappointment paperwork looks a little different. The reason for this is to help with the confusion of needing to write in yes or no and also capturing information on training to comply with Res. 5605.

Please notice under the reappoint column you need to only write NO if you are removing an individual.

There is also a new column for wardens to certify that individuals have participated in training in the last 3 years. Please check the box if the individual has taken wildland fire training (including law updates) locally or at a Forest Protection Bureau training.

For the appointment of a new Warden, Deputy Warden or Issuing Agent, please attach the appropriate completed forms which are located in the Warden's Manual, or available on our website at www.nhdfj.org.

Once you have completed the attached form and any new appointment forms, please have the Board of Selectmen sign and return to us the documentation confirming their support of the Warden's recommendations.

The documents may be mailed to:

**Forests and Lands
172 Pembroke RD
Concord NH 03301.**

If you have any questions or concerns regarding the reappointment of these individuals, please contact your Forest Ranger through the Concord Office at 603-271-2214.

Thank you for your ongoing support and partnership with our agency to prevent, detect and suppress wildfires in your community. If you have questions, or we can assist you in some way, please do not hesitate to contact us.

Enc: Reappointment Forms



2018 Reappointment

District: 13

Location		Lee								Check box if Participated in Training per Res 5605	Write NO below if individual will not be reappointed
Title	LName	FName	Addr	City	Can Issue Permit	Can issue Notice	Home#	Bus#	Email		
Deputy Warden	Brothwell	Daniel	4 Bliss Rd	Deerfield	yes	yes	603-834-2662	603-659-5411	dbrothwell@leefire.org	<input type="checkbox"/>	NO
Deputy Warden	Eaton	Emery	75 Fox Garrison	Lee	yes	yes	603-235-9403		eaton@leefire.org	<input checked="" type="checkbox"/>	
Deputy Warden	Lombardo	Joseph	1 Riverside farm Drive	Lee	YES	YES	603-659-7203	603-679-8001	jlombardo@leefire.org	<input type="checkbox"/>	NO
Deputy Warden	Nemet	Scott	14 Swain Rd	Bennington	YES	YES	603-244-8229	603-659-5411	snemet@leefire.org	<input checked="" type="checkbox"/>	
Warden	Hoyt	Peter	280 North River Rd	Lee	YES	YES	603-659-7790		phoyt@leefire.org	<input checked="" type="checkbox"/>	

Pat [Signature]

Forest Fire Warden Approval

10/15/17

Date

Forest Ranger Approval

Date

The Selectmen/Mayor/Town/City Manager recommends the above named persons:

Chairman, Mayor, Town/City Manager

Selectman

Selectman

Director

Date

Mail Documents back to:

Forests and Lands

172 Pembroke Rd

Concord NH 03301

RSA 227-L:7 Forest Fire Warden Appointment

- I. The selectmen of towns and the mayors of cities shall, and other citizens may, recommend to the director the names of such persons as may in their estimation be fit to fill the offices of forest fire warden and deputy forest fire warden in their respective towns and cities.
- II. After investigation the director shall appoint from the persons so recommended no more than once competent person in each town or city to be the forest fire warden for the town or city, and such deputy forest fire wardens as the director deems necessary. In such towns or cities where the fire chief is not the appointed town or city forest fire warden, the fire chief shall be appointed as a deputy forest fire warden. The director may appoint a forest fire warden or deputy forest fire warden for 2 or more towns or parts of towns.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Forests and Lands
FOREST PROTECTION BUREAU

District:

Town:

Forest Fire Warden:

THE FOREST FIRE WARDEN'S JOB

The Forest Fire Warden is the representative of the State Forester and appointed by the State Forester. The Warden performs the duties as authorized by RSA 227:L. The Warden shall become familiar with the State laws, rules and regulations relating to the job. The main duties of the Warden are:

1. **Fire Prevention:**

- A. Require permits for all outdoor burning when the ground is not covered with snow. Wardens have the responsibility for issuing fire permits within their jurisdiction.
- B. Enforcing forest fire laws and following up on all known violations with such action as will prevent recurrence.
- C. Keeping the public informed by posting fire law and fire prevention posters in public places; by direct contact with people, by making known to the public, the imposition of a woods closure.
- D. Informing Forest Ranger of active timber sales, slash law violations and potential fire situations.

2. **Fire Preparedness:**

- A. Attending official training sessions; keeping informed of responsibilities.
- B. Preplanning forest fire hazards; preparing a current town forest fire plan utilizing knowledge of Deputy Fire Wardens.
- C. Determine tool and equipment requirements; enlisting the cooperation of the Selectmen in securing them. Tools and equipment shall be properly stored and always ready.

3. **Fire Suppression:**

- A. Suppressing forest fires is the Warden's primary responsibility. The Warden is expected to use the authority provided to accomplish this end. The Warden shall consult with and work in unified command with the Forest Ranger.

STATE OF NEW HAMPSHIRE
Department of Natural and Cultural Resources
Division of Forests and Lands
FOREST PROTECTION BUREAU


4. **Reports and Bills:**

- A. The Warden shall prepare a full and accurate fire report and send it to the district Forest Ranger within 48 hours of a fire. Special effort should be made to determine the actual cause and responsible party.
- B. Prompt payment of firefighters is essential. An accurate record of personnel and hours of work on each fire shall be maintained, promptly submitting bills and receipts, on proper forms, to the Selectmen and the Forest Ranger as set forth by RSA 227-L:22.
- C. The Warden shall submit, to the Selectmen, twice a year, a bill for services rendered other than services on fires.

General comments:

DISCLAIMER STATEMENT: Signature indicates that the Job description has been read and discussed with me.

Signatures:



Forest Fire Warden

10/18/17

Date

Forest Ranger

Date

Reviewed by HQ: _____

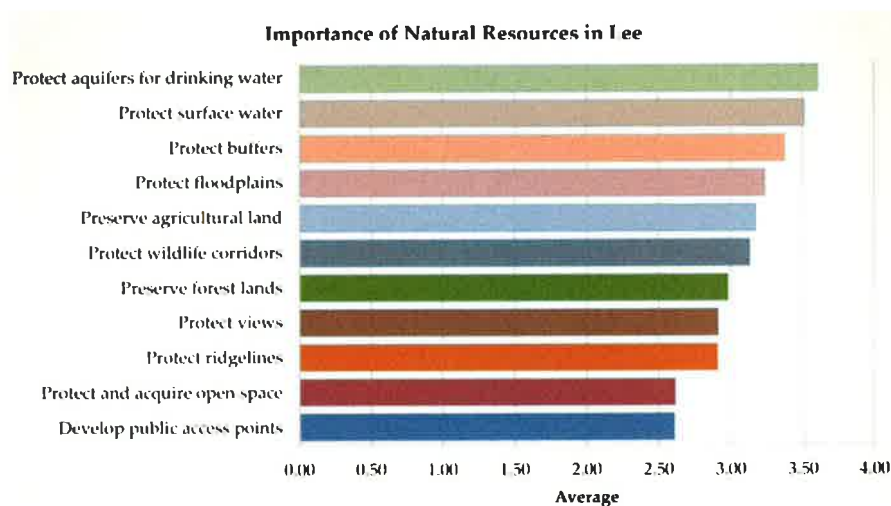
Lee Well and Groundwater Awareness Program

An Outreach Program of the Lee (NH) Sustainability Committee

“Moving forward, Lee embraces the concept of sustainable living through how we use energy manage natural resources, and support locally grown products.”

from the Town of Lee’s 2016 Master Plan Vision Statement

According to the 2016 Lee Master Plan Survey results, protecting the town’s drinking water ranks as the highest natural resource priority for Lee residents (Town of Lee, 2016). In the section on our water resources, Lee’s Master Plan 2016-2026 states, *“The protection of groundwater resources, both in quality and in quantity, is an important objective for the Town. The intent is to ensure that the resource is not degraded or depleted so that there will continue to be water available to meet the needs of the Town and its residents”* (p. 12). Further, it identified a goal to *“conserve and protect the integrity of the Town’s groundwater resources in their quality and quantity”* and *“educate residents and businesses on the value of water resources”* (p. 12).



The Lee Sustainability Committee's (LSC) mission is to provide sustainability education and outreach, and to encourage residents to conserve natural resources. We’ve therefore prepared this Well and Groundwater Awareness Program, using information provided by the New Hampshire Department of Environmental Services (NHDES), in order to help the town meet its Master Plan’s objectives. The purpose of the program is to assist Lee homeowners in acquiring and recording information about their residential wells, and to educate and encourage good stewardship of Lee’s groundwater resources. Participation is entirely

voluntary; it takes little time and can be done entirely from home. Once completed, the resident/homeowner will have a personal record of their water system for future reference, along with the accompanying educational materials on water conservation and Lee's water resources. The resulting record is intended for personal use only, but such records will increase the data Lee residents have on the town's groundwater, thereby allowing the potential to track changes through time.

Who should participate in this program?

Households on private wells, with or without water supply problems, should consider participating in this program.

What are the program's goals?

- ✓ To develop a personal household water system record for homeowner's for future reference and use.
- ✓ To raise household and community awareness of water use and sound conservation practices.
- ✓ To provide a possible future base of information for the town of Lee, including histories, water quality issues, and the impact of droughts on Lee residents.

How it Works

This packet is organized into two sections:

Part 1: Educational information and other information participants may need to fill

out Part 2 (the worksheet or record). Topics include:

1. Groundwater Resources in the Town of Lee
2. The Importance of Water Conservation
3. Well and Water System Information
4. Water Testing
5. Symptoms of Well Failure
6. Well Improvement Options

Part 2: A worksheet which will help participants construct a personal record of their household water system, including well location, construction, pump, water quality, and general history.

Potential Privacy Concerns

Please note that the Lee Sustainability Committee is not collecting any data; this document is for your use alone. However, the NH Department of Environmental Services requests notification if your well has failed (run dry). This is your decision and strictly voluntary, but the LSC recommends such cooperation with the NHDES in their mission to monitor and safeguard NH groundwater reserves. If you do offer information to NHDES, all submissions are considered to be part of the public record. Therefore, other entities conducting Right-to-Know requests may be allowed access to this information.

Part 1: Helpful Information

1. Groundwater Resources in the Town of Lee

Plentiful groundwater is one of Lee's most valuable renewable resources.

Groundwater is subsurface water that flows through the rock and gravel under our feet and collects in deposits of permeable rock, known as aquifers. This water is continually replenished ("recharged") by rainfall, but the rate at which it percolates through the soil is variable. Lee is almost 25% wetlands and these critical areas serve as important portals for groundwater recharge, collecting surface water and purifying it while allowing relatively quick percolation.

Almost all Lee residents get their household water from private wells designed to collect groundwater. Water flows into your home from your well, and exits through your septic and leach systems. While this means that you are technically returning much of your household water to the soil, note that this returned water is not suitable for reuse until it too has percolated through the soil to a suitable depth. Residential wastewater is also frequently polluted with household chemicals, many of which are slow to be eliminated by natural processes.

Lee's groundwater is a precious resource and yet very little information is available to our community about residents' experience and histories. Of the 1592 residential wells in Lee, the town has no record of wells that have failed or run dry, or wells that have a diminishing water supply. In addition, the Town of Durham's water system includes two municipal wells in Lee, which draw large amounts of water : the Lee Well (a.k.a. the "Five Corners Well", which was established in 1998, and the Spruce Hole Municipal Well and Artificial Recharge Project, which was commissioned in 2014. The only other residential water system is located at Thurston Woods; it is owned by Pennichuck Water Works. Other large use private wells exist at the Lee Circle and at Noble Farm.

2. The Importance of Water Conservation

“The Town continues to monitor and plan for threats to these resources, actual or potential, including: climate change, invasive species, and unregulated development, among others. Understanding and planning for these issues attempts to maintain our natural resources for future generations and creates a more resilient community.” from the Town of Lee’s 2016 Master Plan

According to the U.S. Global Change Research Program, climate change is expected to have dramatic effects on water resources in the United States. Temperature change affects many natural processes that in turn affect the quality and quantity of available fresh water (EPA, 2017). While Lee’s water resources appear excellent at present, conserving them should be a major goal of the town. Last year, N.H. suffered its worst drought in 40 years; climate change models predict an increased likelihood of such events. Adopting personal conservation habits will protect your well’s water supply today and help to ensure water availability to future generations.

Below are steps you can take to conserve water. These may prevent your well from failing or mitigate problems of insufficient water supply.

1. **Cut-out non-essential water use.** You can reduce your water use 25% to 50% by eliminating lawn watering, car washing, and other non-essential activities. Note that the perennial grasses constituting most lawns will not die if allowed to turn brown in summer; Rather, these grasses will go dormant (dying back above ground) and send out new green shoots when moister conditions resume. Studies show that *sparse* watering in dry conditions can actually weaken many perennial grasses, and that it’s preferable to let them go dormant.
2. **Cultivate habits that conserve water.** Cutting back on shower times, only doing full loads of laundry, and turning off the faucet while brushing teeth, doing dishes, and washing hands can save hundreds of gallons of water per week. Also, be sure to fix any leaks or drips in your household water system, including outside fixtures and hoses. Leaky toilets can waste as much as 200 gallons each day!
3. **Update fixtures and appliances.** Top-loading washing machines built before 2003 and toilets older than 1994 are known to be the largest water-wasting culprits in the home. Shower heads older than 1994 can also waste a great deal of water, as can older bathroom sink aerators. For the greatest savings and guaranteed performance, replace old washing machines with ENERGY STAR® certified machines and replace old water fixtures with EPA WaterSense certified fixtures. For more details, see the NHDES Water Conservation Program’s water efficiency fact sheets.

4. **Reduce or eliminate harmful chemicals.** Many ordinary household cleaning products contain chemicals that can pollute groundwater when they accumulate in your septic and leach systems. According to the EPA, product labels are designed to make you aware of this potential (EPA, 2002):
- The words “Danger” or “Poison” indicate that the product is highly hazardous.
 - The word “Warning” indicates that the product is moderately hazardous.
 - The word “Caution” indicates that the product is slightly hazardous.
 - The word “Biodegradable” indicates that the product breaks down within a reasonably short period of time, under natural conditions.
 - The terms “Nontoxic,” and “Septic Safe” were created by advertisers and are not regulated terms.

Consider using only the safest products available and never allow gasoline, oil, pesticides, antifreeze, or paint down your drains.

5. **Time your water use effectively.** Spread out water-using tasks to give water stores time to replenish. Allow time for your well to refill.
6. **Encourage children.** Lee kids in Oyster River Cooperative Schools are fortunate to be part of an environmentally conscious School District. They may know more about conserving natural resources than you do! Encourage them to share and practice what they’ve been taught. Make conserving a family practice!

3. Well and Water System Information

This information may help you answer questions #2, 6 & 7.

It’s a good practice for homeowners to maintain records regarding well construction, pump work, and any water quality system you may have in place (such as filters and softeners). It is important to have a record showing the exact location of the well, and to always maintain a well location marker so that your well can be identified in all seasons.

Since 1984, well drillers have been required to fill out and submit a well completion report for each well they construct. You may find your records by clicking on the NHDES OneStop button at www.des.nh.gov and querying ‘water well information’ or by contacting the NHDES Drinking Water and Groundwater Bureau. Records of wells constructed prior to 1984 may be available from the original well driller, or from any contractor that provided maintenance on the well

or pump. In the event of a problem with your well or water system this information will be useful to the licensed professional you contact for help.

There are several types of wells:

- **Dug wells** are commonly 3 or 4 foot diameter wells constructed by excavation and are usually not much deeper than 15 feet below land surface. Older dug wells are lined with fieldstone but more recent construction utilizes inter-locking concrete tile. These wells are generally easy to identify in your yard because they are relatively large stone or concrete objects protruding from the ground and many have well houses built over them for protection or ornamental purposes.
- **Drilled bedrock wells** are almost always 6 inch diameter wells drilled into solid bedrock and cased with steel pipe. These wells are drilled through unconsolidated earthen deposits into the upper surface of the bedrock and range in depth from less than 100 feet to more than 1,000 feet. They should be easily identified as that odd looking 6 inch steel pipe sticking out of the ground.
- **Point driven wells** are typically driven with a percussion hammer, or by hand, or “jetted” into the ground. Point wells are used exclusively in sand and gravel formations - also known as aquifers - where the water table is high and relatively stable year round. The presence of larger stones, cobbles or boulders will typically prevent the installation of a point well casing into the earth.

Most Lee residences have drilled bedrock wells.

4. Water Testing

This information may help you answer questions #9 & 10.

Because most Lee residents own private wells, it's up to each of us to make sure that our own water is safe to drink. NHDES recommends comprehensive testing every five years, and annual testing for bacteria and nitrates.

In our area there is a certified water testing lab and several well and water system vendors offering residential water testing. Most offer three main drinking water analyses: a test for standard contaminants (approximately \$100), a test for radioactive contaminants (approximately \$50), and a test for Volatile Organic Compounds (approximately \$165). The analysis for standard contaminants tests for arsenic, bacteria, chloride, copper, fluoride, hardness, iron, lead, manganese, nitrate/nitrite, pH, sodium, and uranium. The analysis for radioactive contaminants tests for radon, uranium, and alpha radiation. The analysis for VOCs tests for MTBE and benzene (both from gasoline) as well as various industrial solvents. Also offered is an analysis for bacteria and nitrate alone (\$50). This is a useful and recommended annual checkup in between your five year comprehensive tests.

The prices above assume you are doing the collection yourself. To get started you'll need to stop by your vendor and pick up a collection kit. The kit will include collection containers and instructions on how to collect a sample of your water directly from your household faucet. For accurate results, it's important to follow the directions and to return the sample within 24 hours. For an additional \$50 some vendors will send their own personnel to collect the sample for you.

Your lab results will contain brief explanations of what your water tests revealed, including any values that signal an issue. More detailed information can be found at the NHDES' website "The Be Well Informed Guide" below. Most problems uncovered by testing can be mitigated at reasonable expense. Note: Entering your information into the NHDES system may have privacy implications.

Useful NHDES Links:

The Be Well Informed Guide: Information and Guidance for Treating Your Well Water

<https://www4.des.state.nh.us/DWITool//>

Private Well Testing Program https://www.des.nh.gov/organization/divisions/water/dwgb/well_testing/

Drinking Water/Ground Water Fact Sheets <https://www.des.nh.gov/organization/commissioner/pip/factsheets/dwgb/>

5. Drought Conditions and Symptoms of Well Failure

This information may help you answer question #11.

Wells which are the most susceptible to failing during drought conditions include dug wells, shallow bedrock wells, wells located near topographic high points, and wells constructed in areas where bedrock is close to the surface. The typical homeowner does not have a means of determining a well's water level, although symptoms of well failure may be obvious. These symptoms may include:

- No water.
- Sudden drops in water pressure or pressure surges.
- Air bubbles coming out of non-aerated faucets.
- Cloudy or heavily silted water.

The cause of well failure may be a shortage of water or other problems associated with the well casing, valves, waterlines, pumps, or pressure tanks. It is important to work with a licensed pump installer and/or well driller to diagnose the problem and determine the appropriate corrective action to take. If you are experiencing any of the above issues in your water system, address them immediately as completing the work in the winter may not be possible and/or could be more costly.

6. Well Improvement Options

This information may help you answer questions #13, 14 & 15.

A licensed well driller or licensed pump installer will be able to assist you in determining if your water supply is diminishing, troubleshooting other well issues, and recommending actions to help remedy the problem. To search for a licensed well water contractor, go to the NHDES OneStop website:

http://www2.des.state.nh.us/OneStop/Water_Well_Contractors_Query.aspx.

In New Hampshire, most residents on private wells have a dug well or a bedrock well. If your well is failing due to lack of supply, the options below may help to mitigate the issue. Included are factors you should discuss with a licensed well driller or licensed pump installer.

- Lowering the pump or pump intake of the bedrock or dug well, in order to access more usable water. As lowering the pump means the pump will have to work harder, a more powerful pump may be necessary. There are also potential water quality issues that could occur as a result of lowering the pump.

- Increase the water holding tank size to provide additional water storage. For a well with a slow recovery rate, the additional storage will reduce demand on the well during periods of high water use; During lower use periods, more extracted water can be stored in a bigger tank.
- Deepen the existing well to increase the yield of the well and/or to lower the pump to increase usable storage in the borehole. Note that the yield of a bedrock well will only increase if new water bearing fractures are encountered. A dug well can only be deepened if it is not underlain by bedrock. Driving a steel metal rod into the bottom of a dug well is a common test to determine if bedrock is present.
- Construct a new well to be used in tandem with or replace an existing water source. It is advisable to check the well database on NHDES OneStop with respect to the depths and yields of other wells in the area, to determine if there is good chance of a new well supplying the yield needed.
- Purchase water tanks which may be filled by a bulk water hauler. A list of bulk water haulers may be found at <http://des.nh.gov/organization/divisions/water/dwgb/wseps/documents/bulk-haulers-providers.pdf>.
- Hydro-fracture the existing bedrock well to increase water flow by flushing out and opening fractures in surrounding rock. Factors to discuss with a licensed well driller/pump installer include:
 - If the well was previously developed by hydro-fracturing and the yield has again diminished, a second attempt to hydro-fracture may be initially successful, but it will likely not be sustained over time.
 - It is recommended that shallow bedrock wells be deepened to 400 or 500 feet to obtain additional supply prior to considering hydro-fracturing. This provides adequate surface area in the well borehole to develop deeper and more sustainable water-bearing fractures, providing a good chance of increasing yield.
 - A completely dry well is not a great candidate for hydro-fracturing because the well must have some water-bearing fractures to start with.

References

N.H. Department of Environmental Services. (2016). Drought Economic Impact Survey for Households on Private Wells. <https://www.surveymonkey.com/r/drought2>

N.H. Department of Environmental Services. (2017) Drought Guidance for Homeowners on Private Wells. <https://www.des.nh.gov/organization/divisions/water/dam/drought/documents/droughtguidehome.pdf>

N.H. Department of Environmental Services. (2017). Water Conservation Program. http://des.nh.gov/organization/divisions/water/dwgb/water_conservation/index.htm

N.H. Department of Environmental Services. (nd). The NHDES Be Well Informed Guide. <https://xml2.des.state.nh.us/DWITool/>

Town of Lee, NH. (2016). Town of Lee Master Plan 2016-2026. http://www.leenh.org/Pages/LeeNH_News/0250A30D-000F8513

U.S. Drought Monitor - New Hampshire. (2017). <https://www.drought.gov/drought/states/new-hampshire>

U.S. Environmental Protection Agency. (2002). Homeowner's Guide to Septic Systems. https://www3.epa.gov/npdes/pubs/homeowner_guide_long.pdf

U.S. Environmental Protection Agency. (2017). Watershed Academy: The Effect of Climate Change on Water Resources and Programs. https://cfpub.epa.gov/watertrain/pdf/modules/climate_change_module.pdf

U.S. Geologic Survey. (2016). Water Science School: Aquifers and Groundwater. <https://water.usgs.gov/edu/earthgwaquifer.html>

Part 2 : A History and Record of Your Well (Worksheet)

1. Your contact information:

Your Name:

Your Address:

Vendor's Name:

2. Describe the location of your well and provide a quick drawing or diagram. Do you have a permanent marker?

3. What is the primary use of this well?

_____ Household

_____ Agriculture/Irrigation

_____ Combination: Household/Agriculture

4. If the well is for household use, what type of household is the well supplying?

_____ Owner occupied

_____ Renter occupied

_____ Other:

5. How many people live in the household?

6. What type of well do you have?

- _____ dug well
- _____ drilled bedrock well
- _____ point driven well

Dug Well



Drilled Bedrock or Point Driven Well



7. When was your well drilled, dug or driven what is its service history?

Date Drilled/Dug/Driven: MM _____ DD _____ YYYY _____

Service Record:

Vendor: _____

Event: _____

MM _____ DD _____ YYYY _____

Comments:

Vendor: _____

Event: _____

MM _____ DD _____ YYYY _____

Comments:

Vendor: _____

Event: _____

MM _____ DD _____ YYYY _____

Comments:

8. What are the details and service history of your water holding tank?

Date Installed: MM _____ DD _____ YYYY _____

Holding Tank Capacity: _____

Service Record:

Event: _____

MM _____ DD _____ YYYY _____

Comments:

Event: _____

MM _____ DD _____ YYYY _____

Comments:

Event: _____

MM _____ DD _____ YYYY _____

Comments:

9. How often do you have your water tested and what do you test for?

Attach water results here.

Water Test Dates:

MM _____ DD _____ YYYY _____

Comments:

MM _____ DD _____ YYYY _____

Comments:

MM _____ DD _____ YYYY _____

Comments:

MM _____ DD _____ YYYY _____

Comments:

10. Do you have any water quality issues?

If yes, do you have a system in place to mitigate the issue(s)?

If you have a water quality system in place (softener, filtration, etc.) describe it here. *Attach any paperwork, details, and service history you may have.*

Note: #10 is similar to #7, #8 and #9

11. Have you experienced any symptoms of well problems/failure within the last year? If so, please describe the water issue that you had/are having and check all that apply below.

_____ Well is dry and no longer producing water.*

_____ Well pump is intermittently sucking air; must wait for the well to recharge to

be able to pump again.

_____ Water pressure is low and/or you are experiencing lower flows out of fixtures.

_____ Well is pumping sand and/or muddy water.

_____ Water quality has been reduced.

**Note: The N.H. Department of Environmental Services keeps a record of failed wells; Please consider contacting NHDES with this information.*

12. If you've experienced problems with your well in the last year, has the problem been solved? (Check all that apply.)

- Yes, the pump was lowered.
- Yes, the well was deepened.
- Yes the well was hydro-fractured.
- Yes, a replacement well was drilled.
- No, water is being trucked in.
- No, we are getting water from another source (neighbors, etc.).
- No, we are on the drilling wait list.
- No, we cannot afford to finance the solution.
- Other, please specify:

13. Approximate date(s) of the problem(s):

Service Record:

Event: _____

MM _____ DD _____ YYYY _____

Comments:

Event: _____

MM _____ DD _____ YYYY _____

Comments:

14. If you've repaired the problem, please describe what you did.

Who completed the repair work? *Attach any paperwork.*

What was the cost of the repair?

15. If you tried to repair the problem but the solution did not work, please describe what happened.

Who attempted the repair work? *Attach any paperwork.*

What was the cost of the attempted repair?

16. Is there any other information you would like to add?

Final Note: If you have questions or would like additional information about the "Lee Well and Groundwater Awareness Program", please contact the Lee Sustainability Committee at the following email address: ???????@???????