

43 JDR

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PUBLIC UTILITIES COMMISSION

21 S. Fruit St., Suite 10  
Concord, N.H. 03301-2429

January 26, 2021

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

His Excellency and Honorable Councilors:

**REQUESTED ACTION**

Authorize the New Hampshire Public Utilities Commission (Commission) to accept and expend grant funds in the amount of \$46,738.00 from the U.S. Department of Transportation - Pipeline and Hazardous Materials Safety Administration (USDOT-PHMSA) for non-gas related work performed in the enforcement of the Underground Utility Damage Prevention System effective upon Governor and Council approval through September 28, 2021. 100% Federal Funds.

These federal grant funds are to be budgeted in an existing account entitled One Call Grant Yr 02 as follows:

Fiscal Year Summary			
02-81-81-810510-74960000 One Call Grant Yr 02			
Class	Description	FY 2021	TOTAL
41-500801	Audit Fund Set Aside	47	47
50-500109	Personal Services -Part Time Salaries	31,535	31,535
60-500601	Benefits	15,156	15,156
<b>Totals:</b>		46,738	46,738
Source of Funds			
Class	Description	FY 2021	TOTAL
000-407735	One Call Grant Yr 02	46,738	46,738
<b>Totals:</b>		46,738	46,738

**EXPLANATION**

The statutory provisions for the Underground Utility Damage Prevention System, commonly referred to as DigSafe, are found in RSA 374:48 through RSA 374:56. The NHPUC, by Order No. 24,347 in Docket DM 04-119, authorized the Safety Division to administer and enforce the DigSafe program. The enforcement of New Hampshire laws pertaining to gas-related DigSafe violations is funded through a USDOT Natural Gas Pipeline Safety grant. Upon Governor and Council approval, the grant funds may be used until September 28, 2021.

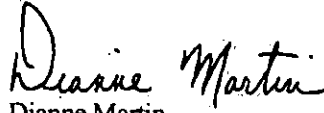
The NHPUC requests authorization to accept and expend \$46,738.00 in USDOT-PHMSA grant funds for non-gas DigSafe enforcement activities, and to budget the funds as follows:

- Class 041-500801 Audit Set Aside Fund will be used to cover the 0.1% charge of the \$46,738.00 awarded in federal grant funds.
- Class 050-500109 Personnel Services – Part-Time Salaries will be used to support the portion of salary costs for current staff associated with the non-gas DigSafe enforcement. No new employees will be hired.
- Class 060-500601 Benefits will be used to cover the benefits costs associated with the time spent on non-gas DigSafe enforcement.

In the event that Federal funds are no longer available, General Funds will not be requested to support these expenditures.

Thank you for your consideration.

Respectfully submitted,

A handwritten signature in black ink that reads "Dianne Martin". The signature is written in a cursive, flowing style.

Dianne Martin  
Chairwoman

Attachment: Grant Award

# Grant and Cooperative Agreement

CHOOSE ONE:

☐ COOPERATIVE AGREEMENT

☒ GRANT

CHOOSE ONE:

☐ EDUCATION

☐ FACILITIES

☐ RESEARCH

☐ SDCR

☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER

693JK32040018PSOC

2. SUPPLEMENT NUMBER

3. EFFECTIVE DATE

09/30/2020

4. COMPLETION DATE

09/29/2021

5. ISSUED TO

NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)

NEW HAMPSHIRE STATE OF

Attn: PHMSA 4E2Y3

PUBLIC UTILITIES COMMISSION NEW HAMPSHIRE

21 S FRUIT ST

STE 10

CONCORD NH 03301-2429

6. ISSUED BY

PIPELINE AND HAZARDOUS MATERIALS SA

Mailing Address: Acquisition Services Division

1200 New Jersey Avenue SE, East Bldg, 3rd F

Washington DC 20590

7. TAXPAYER IDENTIFICATION NO. (TIN)

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name &amp; Phone)

Mr Randy Knepper, 603-271-6026

8. COMMERCIAL &amp; GOVERNMENT ENTITY (CAGE) NO.

Randy.knepper@puc.nh.gov

10. RESEARCH, PROJECT OR PROGRAM TITLE

2020 Pipeline Safety One Call Grant for New Hampshire

11. PURPOSE

Financial Assistance

12. PERIOD OF PERFORMANCE (Approximately)

09/30/2020 through 09/28/2021

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$0.00	PREVIOUS	\$0.00
THIS ACTION	\$46,738.00	THIS ACTION	\$46,738.00
CASH SHARE	\$0.00	TOTAL	\$46,738.00
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
TOTAL	\$46,738.00		

14. ACCOUNTING AND APPROPRIATION DATA

5172320DB5.2020.PSGRT02020.50D0207000.41050.61000000.0000000000.0000000000.0000000000.0000000000

PURCHASE REQUEST NO.

JOB ORDER NO.

AMOUNT

STATUS

PH956-20-0044

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	ZACH BARRETT		405-834-8344	Zach.Barrett@dot.gov
NEGOTIATOR				
ADMINISTRATOR				
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:

49 USC 6106

17. APPLICABLE STATEMENT(S), IF CHECKED:

☐ NO CHANGE IS MADE TO EXISTING PROVISIONS

☐ FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:

☒ PROVISIONS ☒ SPECIAL CONDITIONS

☐ REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA

FAZAL MIRZA

2020.07.28

CONTRACTING OFFICER REPRESENTATIVE

20:06:07 -0400

FAZAL MIRZA

COOPERATIVE AGREEMENT RECIPIENT

AUTHORIZED REPRESENTATIVE

Dennis Martin

DATE

1/20/2021

# Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00001	<p>The State of New Hampshire has received this grant award, based on the stated work to be performed within the state's approved application. Delivery: 1 Days After Award Admin Office: PIPELINE AND HAZARDOUS MATERIALS SA Acquisition Services Division 1200 New Jersey Avenue SE, East Bldg, 3rd Fl Washington DC 20590 Delivery Location Code: PHMSA PHP-50 State Programs 1200 New Jersey Avenue, SE E21-321 Washington DC 20590 USA</p> <p>Payment: PHMSA Delphi eInvoicing System <a href="https://einvoice.esc.gov">https://einvoice.esc.gov</a> Period of Performance: 09/30/2020 to 09/28/2021</p> <p>New Hampshire 2020 One Call Grant Award Obligated Amount: \$46,738.00</p> <p>The grantee will fill out and submit the Final Progress Report after the period of performance is complete. This report will be due in November 2021 and the grantee will be given additional instructions in September 2021.</p> <p>The total amount of award: \$46,738.00. The obligation for this award is shown in box 13B.</p>				46,738.00

**Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)**

**Grant and Cooperative Agreement  
Terms and Conditions**

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**1. Definitions**

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Agreement Officer (AO)** – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms become necessary, only the AO has the authority to amend the award.
- c) **Agreement Administrator (AA)** – The AA is responsible for the daily administration of the award. The AA is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- d) **Agreement Officer’s Representative (AOR)** – The AOR assists in monitoring the work under the award. The AOR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Principal Investigator (PI)** – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient’s proposal, without prior written approval of the Agreement Officer.

**2. Recipient Responsibilities**

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

**3. Compliance with Award Terms and Conditions**

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.

- f) Take other remedies that may be legally available.

**4. Order of Precedence**

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

**5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

**6. Restrictions on Use of Funds for: Lobbying, Support of Litigation, or Direct Advocacy**

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450—“Lobbying,” within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

49 CFR 20 is incorporated by reference into this award.

**7. Nondiscrimination**

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964”

49 CFR 21 is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at <http://www.phmsa.dot.gov/org/civilrights/grantrecipientinformation>. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at [rosanne.goodwill@dot.gov](mailto:rosanne.goodwill@dot.gov).

**8. Government-wide Debarment and Suspension (Non-procurement)**

The Recipient must review the “list of parties excluded from federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from federal procurement or non-procurement programs.”

**2 CFR 1200** “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the AO if the recipient suspends or debars a sub-awardee.

**9. Drug-Free Workplace**

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with **49 CFR 32**, “Government-wide Requirements for Drug Free Workplace (Financial Assistance)” which is incorporated by reference into this award.

**10. eInvoicing (PHMSA June 2018)**

Recipients of PHMSA grants, cooperative agreements, and other transaction agreements (OTA) must use the DOT Delphi eInvoicing System.

**a) Recipients’ Requirements:**

Recipients must:

- have internet access to register and submit payment requests through the Delphi eInvoicing system, <https://einvoice.esc.gov/>.
- submit payment requests electronically, and receive payment electronically.

**b) System User Requirements:**

- Contact the PHMSA Agreement Administrator directly to sign up for the system. PHMSA will provide the recipient’s name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

**Via U.S. Postal Service (certified):**

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

**Via FedEx or UPS:**

DOT Enterprise Services Center  
MMAC-FAA/ESC/AMZ-150  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169



**Note:** Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>)

**c) Waivers**

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Administrator. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

**11. Payments (PHMSA March 2014)**

Recipients, upon receipt of the fully executed award document, may request 100% of the total federally funded amount of the award.

**Advance payments or Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).**

**a) Method of payment.**

- i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
  - i) Accept payment by check or some other mutually agreeable method of payment; or
  - ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

- b) Recipient's EFT information.** The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>

- c) Mechanisms for EFT payment.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

- d) Suspension of payment.** If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.

- e) Recipient EFT arrangements.** If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set)

in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.

- f) Liability for uncompleted or erroneous transfers.
  - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for –
    - i) Making a correct payment;
    - ii) Paying any prompt payment penalty due; and
    - iii) Recovering any erroneously directed funds.
  - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and –
    - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
    - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

**12. Adherence to Original Project Objectives and Budget Estimates**

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the PHMSA Agreement Officer.*
- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

**13. Prior Approvals**

- a) The following expenditures require the AO's advance written approval:
  - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

**14. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas**

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
  - i) Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
  - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HUBZone are solicited whenever they are potential sources;
  - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small

- minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
- iv) Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone; and
- v) Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

#### 15. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

#### 16. Ban on Text Messaging While Driving

a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

- 1) **Adopt** and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
    - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
    - ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
  - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as--
    - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.
- 17. Rights in Technical Data**  
Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 - "Intangible Property."
- 18. Notice of News Releases, Public Announcements, and Presentations**  
The Recipient must have the AO's prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance. The Recipient must provide two copies of the document to the AO and AOR for review prior to release. Also, the AO must approve any planned presentations/briefings related to this Agreement, as well as the actual presentation (e.g. slides/vu-graphs) to be used.
- 19. Violation of Award Terms**  
If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.
- 20. Reporting Fraud, Waste, or Abuse**  
The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:  
DOT Inspector General Hotline  
1200 New Jersey Ave SE  
West Bldg 7<sup>th</sup> Floor  
Washington, DC 20590  
Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**21. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)**

**a) Definitions.** As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

i) Salary and bonus.

ii) Awards of stock, stock options, and stock appreciation rights.

iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v) Above-market earnings on deferred compensation which is not tax-qualified.

vi) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**b) System for Award Management (SAM).** As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>

**c) Notification to Sub-Awardees.** Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.

**d) Reporting of First-Tier Sub-Awards.** By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsrs.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsrs.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.

- i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
- ii) Name of the sub-awardee.
- iii) Amount of the sub-award.
- iv) Date of the sub-award.
- v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
- vi) Sub-award number (assigned by the Awardee).
- vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
- viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
- ix) The prime award number (assigned by PHMSA)
- x) Awarding agency name. (PHMSA)
- xi) Funding agency name. (PHMSA)
- xii) Government awarding office code. (56)
- xiii) Treasury account symbol (TAS) as reported in FAADS.
- xiv) The applicable North American Industry Classification System (NAICS) code.

**e) *Reporting Executive Compensation of Awardee.*** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

**f) *Reporting Executive Compensation of Sub-Awardees.*** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fsr.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

**22. 811, Call Before You Dig Program (PHMSA June 2014)**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).



**23. Access to Electronic and Information Technology (PHMSA DEC 2013)**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights (Code PH-20) will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov), or 202-366-9638.

**24. Combating Trafficking in Persons (PHMSA JULY 2016)**

PHMSA may terminate grants, cooperative agreements, or other transaction agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:
  - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
  - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
    - 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
    - 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
  - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
  - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
  - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**25. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)**

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or

subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

**26. American Materials Required (PHMSA August 2017)**

If articles, materials or supplies are required: Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable.

This requirement does not apply:

- 1) to articles, materials, or supplies for use outside the United States;
- 2) if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
- 3) to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

(End of provision)



U.S. Department  
of Transportation  
**Pipeline and Hazardous  
Materials Safety  
Administration**

1200 New Jersey Avenue SE  
Washington DC 20590

**PIPELINE SAFETY**  
**FY 2020 One Call Payment Agreement**  
for  
*New Hampshire Public Utilities Commission*



## PIPELINE SAFETY PROGRAM - CFDA 20.721

### One Call Grant

The Department of Transportation's Pipeline and Hazardous Materials Safety Administration (PHMSA) agrees to pay the *New Hampshire Public Utilities Commission* (State Agency), as authorized under Section 6106 of the Pipeline Inspection, Protection, Enforcement and Safety (PIPES) Act of 2006, the total grant amount for assisting the State with improving its One Call notification program.

The total grant amount is contingent on:

- 1) The State's actual expenses for each of the individual projects and their respective specified grant amounts provided in this document. PHMSA will not pay expenses in excess of those amounts assigned to an individual project in this document.
- 2) The State providing timely and accurate reports, as requested, on the project status.
- 3) The State providing timely and accurate expenses for each individual project at its completion or the end of the grant term, whichever occurs first.

The State Agency (State) agrees to meet the following terms and conditions:

1. State has entered into and maintains a Section 60105 certification and/or a Section 60106 agreement for the grant period.
2. State assumes the responsibility for ensuring the Guidelines for States Participating in the Pipeline Safety Program manual (version effective to the grant period) is followed and program funds are accounted for under its provisions.
3. State shall permit representatives of the Department of Transportation and other authorized Federal agencies to review their One Call Grant and inspect records, invoices, and other relevant data pertaining to this agreement.
4. State signs and submits form "Certification Regarding Lobbying and Disclosure of Lobbying Activities", and form OMB SF-LLL, "Disclosure Form to Report Lobbying", if applicable.
5. State adheres to all terms and assurances within the application package and to all terms and conditions of this Grant Agreement.

6. If you included a request for Indirect Costs, your Indirect Cost Rate (ICR) plan is applicable to the period of performance of this award. Your current ICR plan must be on file with the PHMSA State Programs office during the applicable period of performance.
7. The state's application and project plan are incorporated by reference into this agreement and is summarized on page 4. The State is responsible for accomplishing the objectives, tasks and deliverables of this Grant Agreement, and for performing the tasks and the deliverables outlined in the State's project plan.
8. Modification to this agreement may be made only in writing, signed by the State and PHMSA, and specifically referred to as a modification to this Agreement.
9. The following expenditures require PHMSA State Programs advance written approval:
  - a. Any contracts or sub-contracts for accomplishing the task specified in the application.
  - b. Change in the budget, scope, objective or key personnel in the State's application.
  - c. Changes in the project period within the grant period of performance. PHMSA State Programs must receive this request no later than 60 calendar days prior to the end of the grant period of performance.
10. At the end of the agreement period, the State must submit a final financial status report, to report the status of all funds as part of the One Call Progress Report process. In addition the State should provide the break down of costs for each object class category (Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, Other and Indirect Charges) and details of the projects accomplishments. This report must be submitted to PHMSA State Programs in the prescribed format. If grant funds are not expended by the end of the agreement period and no extension is granted, the grantee should submit a check payable to DOT/PHMSA for the amount to be returned to PHMSA within 90 days of the report submission date.
11. Method of payment. A payment of 100% will be made upon receipt of an iSupplier request for the approved payment amount. PHMSA will make all payments under this agreement by electronic funds transfer (EFT).
12. State must inform the PHMSA Grant Officer when the State suspends or debar a contractor or awardee.
13. PHMSA Contact Information:

Mr. Zach Barrett  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
PHP-50  
1200 New Jersey Avenue, SE Washington, D.C. 20590  
Telephone: (405) 834-8344  
E-mail: [zach.barrett@dot.gov](mailto:zach.barrett@dot.gov)

Mr. Rex Evans  
U.S. Department of Transportation  
Pipeline and Hazardous Materials Safety Administration  
PHP-50  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590  
Telephone: (217) 679-8495  
E-mail: [rex.evans@dot.gov](mailto:rex.evans@dot.gov)



Pipeline and Hazardous Materials Safety Administration  
1200 New Jersey Avenue, SE  
Washington DC 20590

## DEPARTMENT OF TRANSPORTATION

### PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

#### 2020 One Call Grant Summary

Applicant State	Proposal Summary	Funding Requested	Funding Awarded
New Hampshire Public Utilities Commission	Grant funding is requested to fund 51 percent of the associated direct costs for the Underground Damage Prevention Specialist position. New Hampshire (NH) will use One Call Grant to fund strict enforcement of the State Underground Damage Prevention Program in accordance with our statutes and administrative rules for non-gas related excavation damage incidents and other violations.	\$ 60,000.00	\$ 46,738.00

49 CFR Part 20 - Appendix A

**CERTIFICATION REGARDING LOBBYING**

**Certification For Contracts, Grants, Loans, And Cooperative Agreements**

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Randall Knepper**  
Digitally signed by Randall Knepper  
DN: cn=Randall Knepper, o=New Hampshire Public Utilities  
Commission, ou=Safety Division,  
email=randy.knepper@nuc.nh.gov, c=US  
Date: 2021.01.21 16:01:53 -0500  
\_\_\_\_\_  
Signature/Authorized Certifying Official

**Randall S Knepper Director of Safety**  
\_\_\_\_\_  
Printed Name and Title

**New Hampshire Public Utilities Commission**  
\_\_\_\_\_  
Applicant/Organization

**Jan 20 2021**  
\_\_\_\_\_  
Date Signed

# BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006  
Expiration Date: 02/28/2022

## SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Priority 1		\$	\$	\$ 60,000.00	\$	\$ 60,000.00
2. Priority 2						
3. Priority 3						
4.						
5. Totals		\$	\$	\$ 60,000.00	\$	\$ 60,000.00

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**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Priority 1	(2) Priority 2	(3) Priority 3	(4)	
a. Personnel	\$ 38,652.00	\$	\$	\$	\$ 38,652.00
b. Fringe Benefits	16,345.00				16,345.00
c. Travel					
d. Equipment					
e. Supplies	100.00				100.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	55,097.00				\$ 55,097.00
j. Indirect Charges	15,515.00				\$ 15,515.00
k. TOTALS (sum of 6i and 6j)	\$ 70,612.00	\$	\$	\$	\$ 70,612.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Priority 1	\$	\$	\$	\$
9. Priority 2				
10. Priority 3				
11.				
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Priority 1	\$	\$	\$	\$
17. Priority 2				
18. Priority 3				
19.				
20. TOTAL (sum of lines 16 - 19)	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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