



STATE OF NEW HAMPSHIRE

# American Recovery and Reinvestment Act



**Lyonel B. Tracy**

Commissioner of Education  
Tel. 603-271-3144

STATE OF NEW HAMPSHIRE

DEPARTMENT OF EDUCATION

101 Pleasant Street  
Concord, N.H. 03301  
FAX 603-271-1953  
Citizens Services Line 1-800-339-9900

**Mary S. Heath**

Deputy Commissioner  
Tel. 603-271-7301

March 2009

TO: Superintendents of Schools and Business Administrators

FROM: Dr. Judith D. Fillion  
Director  
Division of Program Support

RE: American Recovery and Reinvestment Act  
USDA Child Nutrition Equipment Grants

Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (ARRA), was signed into law by President Obama on February 17, 2009. ARRA provides a one-time appropriation for equipment assistance to school food authorities (SFAs) participating in the USDA National School Lunch program (NSLP).

Enclosed is an application packet for ARRA funds for the purchase of equipment to be used in the USDA National Child Nutrition Program.

Ability to fund this grant program is contingent upon approval from NH Fiscal Committee and the Governor and Council.

Carefully read the entire document. If further assistance is required, contact Elaine Van Dyke, [evandyke@ed.state.nh.us](mailto:evandyke@ed.state.nh.us) or 271-3860, or Kathryn Hodges, [khodges@ed.state.nh.us](mailto:khodges@ed.state.nh.us) or 271-3861.

## ARRA Nutrition Equipment Grants

### Application Approval Process

American Recovery and Reinvestment Act (ARRA) funds are available for the purchase of equipment to be used in the delivery of USDA National School Lunch programs.

The actual percentage of the cost that will be paid by ARRA funds is dependent on availability of federal funds and consideration of all factors influencing the need for equipment. The ARRA application, along with other documentation, must establish the need for the equipment.

#### Criteria:

1. Since ARRA funds are limited, the following criteria will be used to determine the allocation of funds for kitchen equipment.

Percentage of Students Eligible for Free & Reduced Price Meals for current year, as determined by the January 2009 claim

Maximum Percentage of Cost of Equipment/Materials which will be paid by ARRA funds

50% or more	100%
40% or more	75%
30% or more	50%
Less than 30%	25%

2. A school site application must be submitted. Priority funding will be given to those schools with 50% or higher populations who receive Free and Reduced-Price Meals.
3. The focus of SFAs grants should be:
  - Equipment that lends itself to improving the quality of school food service meals that meet the 2005 Dietary Guidelines for Americans;
  - Equipment that improves the safety of food served in the school meal programs;
  - Equipment that improves the overall energy efficiency of the school food service operations; or
  - Equipment that allows SFAs to support expanded participation in a school meal program
4. Further criteria the State Agency will consider in allocating ARRA funds will be:
  - Ability of SFA to fully expend grant funds within three months of the award;
  - SFA's ability to justify their degree of need for the equipment based on such issues as, but not limited to:
    - Number of students who would benefit;
    - Contribution to the enhancement of the quality of meal service;
    - Availability of existing State and local funding for equipment purchases;
    - Expected increase in participation or number of sites in which schools meals are served;
    - SFA's current budget and operating balance; or
    - Geographic location as it relates to frequency of food deliveries.

5. SFAs must follow all Federal, State and Local procurement laws when purchasing equipment under this grant.
6. Identify if school is receiving Department of Education funded Building Aid for the equipment being requested or receiving building renovation project funds in which the equipment will be placed. Identify program on Application (Form ARRA), question #7. Duplicate funding is not allowed.

**Fund Requests:**

- Delivery and Installation costs may be included in the request. Costs to dispose of old equipment that will be replaced with ARRA-funded equipment is an allowable ARRA cost, but must be included in the request.
- Grant allocation will be based on the lowest quote received by the SFA.
- Equipment costs will be reimbursed.
- Certificate of Delivery (Attachment B) must be submitted after installation has been completed. The vendor's invoice must be attached to the completed Certificate of Delivery form (Attachment B).
- The Application (Form ARRA) must be approved by the Department **prior** to purchase. No reimbursement will be made for non-approved purchases.
- SFA's with a cash balance exceeding three (3) months operating expenses must use that cash balance in the purchase of the ARRA equipment.
- To determine the cash balance for this grant application, use data from the SFA's audited or un-audited SFY08 closed financials to determine the cash balance.
- If equipment is purchased using additional funding sources, ARRA funding may be used to pay the balance.

**Payment Procedures:**

50% of funds will be paid upon approval of grant application.

50% reimbursement will be made after purchase, delivery and installation is complete.

- Proof of payment must be submitted to the NH Department of Education, Division of Program Support, Bureau of Nutrition Programs and Services.
- Submit the Certification of Delivery (Attachment B) for payment of the approved amount with copies of the applicable invoices.
- Payments will be processed as approved and concluded by September 30, 2009.

**Timelines:**

**May 15, 2009:**

- Proposals must be submitted for approval prior to purchase to be considered for current federal year funding.

**September 1, 2009:**

- All ARRA equipment must be purchased, delivered and installed. The claim (with documentation of payment) submitted to the NH Department of Education for payment.

**September 30, 2009:**

- Grant Activity Closed

**Submitting Procedure:**

Application and Agreement forms may be submitted in the following ways:

- electronically to the attention of Kathryn Hodges [khodges@ed.state.nh.us](mailto:khodges@ed.state.nh.us);
- faxed to the attention of Kathryn Hodges at 271-1953; or
- mailed to:

Department of Education  
Bureau of Nutrition Programs and Services  
Attn: Kathryn Hodges  
101 Pleasant Street  
Concord NH 03301

Reminder: Be sure to request an electronic return receipt or postal return receipt--overnight or express.

**Definitions:**

Equipment requests may include new equipment, renovation of equipment, or replacement of equipment. USDA regulations at 7 CFR 3016.3 and Office of Management and Budget Circular A-87 define equipment for the purpose of NSLP equipment assistance grants as articles of nonexpendable, tangible personal property with a useful life of more than one year and a per unit acquisition cost of \$5,000 (or such lesser amount as the SFA uses when reporting equipment as assets in its financial statements.) If the district's definition differs from the Federal definition, a copy of the school district's definition for reporting equipment as assets in its financial statement should be attached to the application.

**Unallowable Equipment:**

- Equipment that will be used only in an a-la-carte serving line.
- Equipment that will be used by a Food Service Management Company off-site from the SFA.

On-site Kitchen – prepares meals for service within the facility in which the kitchen is located.

Satellite Facility – receives meals delivered from a base of central kitchen or off-premise food preparation facility for service. Meals may be delivered to the receiving school ready-to-serve, or in a form requiring some heating, thawing or other final food preparation.

**Resources:**

If you have any questions regarding American Recovery and Reinvestment Act USDA Equipment Grant funds, please contact:

Elaine Van Dyke [evandyke@ed.state.nh.us](mailto:evandyke@ed.state.nh.us) 271-3860  
Kathryn Hodges [khodges@ed.state.nh.us](mailto:khodges@ed.state.nh.us) 271-3861

Dairy Council Equipment Grant

<http://www.newenglanddairyCouncil.org/foodservice/NEDFCSchoolMilkCoolingEquipGuide107.pdf>

National Food Service Management Institute Equipment Purchasing Manual

<http://nfsmi-web01.nfsmi.olemiss.edu/DocumentSearch.aspx>

New Hampshire Department of Education--Percent Ranking List for NH Schools and for link to the Application documents

<http://www.ed.state.nh.us/nutrition>

New Hampshire Department of Education Recovery

<http://www.ed.state.nh.us/recovery>

State of New Hampshire Recovery

<http://www.nh.gov/recovery>



STATE OF NEW HAMPSHIRE  
**American Recovery  
 and Reinvestment Act**



**Lyonel B. Tracy**

Commissioner of Education  
 Tel. 603-271-3144

STATE OF NEW HAMPSHIRE

**DEPARTMENT OF EDUCATION**

101 Pleasant Street  
 Concord, N.H. 03301  
 FAX 603-271-1953  
 Citizens Services Line 1-800-339-9900

**Mary S. Heath**

Deputy Commissioner  
 Tel. 603-271-7301

SAU/SFA \_\_\_\_\_

FFY 2009

**APPLICATION and AGREEMENT FOR ARRA EQUIPMENT FUNDS**  
**Form ARRA**

1. School Name \_\_\_\_\_  
 Address \_\_\_\_\_

2. Number of Students approved by application for Free and Reduced Price Meals in the USDA National School Lunch Program for the claim month of January 2009.

	<u>School Data</u>	<u>State Agency Verification</u>
• Free	_____	_____
• Reduced	_____	_____
• School Enrollment	_____	_____

3. Financial Data

- Average Monthly Expenditures for SFA \_\_\_\_\_
- Actual or audited SFY 08 School Food Service Cash Balance \_\_\_\_\_

4. Equipment is to be used at: (location) \_\_\_\_\_  
 On-site kitchen \_\_\_\_\_ Satellite facility \_\_\_\_\_ both \_\_\_\_\_  
 SFA Statement of Justification of Need (prioritize focus points):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(attach additional sheets, if necessary)

5. Equipment Proposal/Purchase:

Item	Specification Make, Model, Size	Number of Units Needed	Cost Per Unit	Cost of Equipment
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
			Total	_____

(Attach additional sheets, if necessary)

*Attach Quotes (copies only)*

6. Anticipated date(s) for installation of equipment: \_\_\_\_\_

7. Department of Education Building Aid receipt: Yes  No

Funding Source \_\_\_\_\_ Building Location \_\_\_\_\_  
Equipment Only \_\_\_\_\_ Renovations with Equipment \_\_\_\_\_

8. I certify that the information submitted (Items 1-7) are true and correct to the best of my knowledge. I also agree to all conditions in the attached Agreement. (Attachment A)

\_\_\_\_\_  
Food Service Director

\_\_\_\_\_  
Superintendent of Schools

Date \_\_\_\_\_

Date \_\_\_\_\_

---

**FOR STATE AGENCY COMPLETION**

Percentage of Free/Reduced: \_\_\_\_\_  
Ranked Percentage Allowed, per Grant Criteria #1: \_\_\_\_\_

**APPROVED:**

Amount Requested: \$ \_\_\_\_\_  
Amount Approved \$ \_\_\_\_\_

By \_\_\_\_\_  
ARRA Reviewer  
Date Approved \_\_\_\_\_

By \_\_\_\_\_  
Administrator, BNPS, NH DOE  
Date Approved \_\_\_\_\_

---

**DENIED:**

Application Denied \_\_\_\_\_ By \_\_\_\_\_  
Date Denied \_\_\_\_\_ Reviewer  
Reason for Denial: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NEW HAMPSHIRE DEPARTMENT OF EDUCATION  
Division of Program Support  
Bureau of Nutrition Programs and Services**

**ARRA EQUIPMENT PROGRAM  
AGREEMENT  
(USDA National School Lunch Program)**

In order to effectuate the purposes of the American Recovery and Reinvestment Act of 2009, the New Hampshire Department of Education, hereinafter referred to as the “Department,” and the party whose name in Item 7 of the Form ARRA, hereinafter referred to as the “School Food Authority,” covenant and agree as follows:

- 1) The Department, through the Bureau of Nutrition Programs and Services, shall reimburse the School Food Authority to the extent of funds available and approved. The school will obtain the purchase price of equipment needed to maintain and expand school food service programs operating under the USDA Child Nutrition Act, as amended, and the USDA National School Lunch Act, as amended. The amount of reimbursement on behalf of any nonprofit, public or non-public school shall not exceed the approved percentage of the total cost of such equipment, as approved by the Department.
- 2) The School Food Authority agrees to:
  - a) Conduct a nonprofit food service under the USDA Child Nutrition and/or USDA National School Lunch Acts, as amended.
  - b) Maintain records of income (receipts) and expenditures in such a manner as to reflect the nonprofit status of the food or milk service.
  - c) Use equipment obtained with these ARRA funds, principally in connection with USDA Child Nutrition Programs operating under the USDA Child Nutrition Act, as amended, or the USDA National School Lunch Act, as amended.
  - d) Finance with other local funds any remaining portion of the total cost that may be required after reimbursement is made under this agreement.
  - e) Claim reimbursement, not to exceed any limitation established by the Act of this agreement for the total purchase of equipment as approved by the Department.
  - f) Submit to the Department the **Application** (Form ARRA) and **Attachment A** for approval **prior** to purchase. Copies of paid invoices will be submitted after the purchase according to the timeline.
  - g) Maintain full and accurate records of equipment purchased. Equipment records will be maintained for the life of the equipment.
  - h) Make available to the Department for examination and audit at any reasonable time and place, all accounts and records pertaining to operation under this Agreement.

- i) Equipment purchased before approval will not receive assistance funds.
- 3. This agreement shall be effective for the period commencing on the date of approval of Application and Agreement (Form ARRA and Attachment A) and continuing through the life of the equipment.
- 4. The School Food Authority hereby certifies that the school food service is nonprofit and, therefore, exempt from Federal income tax under the Internal Revenue Code, as amended.
- 5. A School Food Authority that employs a Food Service Management Company shall remain responsible for ensuring that the food service operation is in conformance with the terms of this Agreement.
- 6. No member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be constructed to extend this Agreement if made with a corporation for its general benefit.
- 7. This Agreement may be terminated upon thirty (30) days notice on the part of either party hereto following receipt or evidence that the terms and conditions of this Agreement have not been fully complied with by either party. In either case, restitution must be made in accordance with paragraph 2(g), and audits permitted in accordance with paragraph 2(h) of this Agreement.
- 8. "Recipient assures the New Hampshire Department of Education that it complies with and shall in the future comply with all requirements imposed by or pursuant to the Civil Rights Act of 1964 and the USDA Regulations (7 CFR, Part 15), including any subsequent amendments issued to effectuate that Act. Compliance will be consistent with the objective that no person in the United States shall, because of race, color, sex, sexual orientation, age, handicap or national origin, be excluded from participating in, be denied the benefits of, or be subject to discrimination under any program or activity of the Recipient to which assistance is provided by the USDA. Admission policies are understood and agreed by the Recipient to be a part of such programs and activities.

Recipient agrees to be obligated by this assurance as long as it receives assistance hereunder or retains possession of any assistance provided by the USDA. Should Recipient fail to comply with this assurance, the United States Department of Agriculture shall have the right to seek its enforcement by judicial or any other means authorized by law. Financial assistance is extended under the agreement in reliance on the representation made herein."

"Except that any termination of this agreement for noncompliance with Title VI or the Civil Rights Act of 1964 shall be in accordance with the applicable laws and regulations."

\_\_\_\_\_  
Food Service Director

\_\_\_\_\_  
Superintendent of Schools

Date \_\_\_\_\_

Date \_\_\_\_\_

Reviewed By:

\_\_\_\_\_  
New Hampshire Department of Education  
Bureau of Nutrition Programs and Services

Date \_\_\_\_\_



STATE OF NEW HAMPSHIRE  
**American Recovery  
 and Reinvestment Act**



**Lyonel B. Tracy**  
 Commissioner of Education  
 Tel. 603-271-3144

STATE OF NEW HAMPSHIRE  
**DEPARTMENT OF EDUCATION**  
 101 Pleasant Street  
 Concord, N.H. 03301  
 FAX 603-271-1953  
 Citizens Services Line 1-800-339-9900

**Mary S. Heath**  
 Deputy Commissioner  
 Tel. 603-271-7301

ATTACHMENT B

“CERTIFICATION OF DELIVERY”

I certify that equipment purchases explained in the American Recovery and Reinvestment Act application approved on \_\_\_\_\_ have been received and installed in good condition, that the total amount paid and/or obligated for such equipment is \$\_\_\_\_\_, and that all items were purchased at prices no higher than generally prevail in this area for like or similar items. All federal, state and local applicable procurement rules were followed for the acquisition of this equipment. Proof of payment is attached.

_____	_____
Name	Title
_____	_____
Date	SAU #

**For State Use Only:**

_____	_____
Approval Signature	Second Party Reviewer Initials
Payment of \$_____ was processed on _____.	
BATCH # _____	Processed By: _____