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STATE OF NEW HAMPSHIRE

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GOVERNOR'S OFFICE
for
EMERGENCY RELIEF AND RECOVERY

December 5, 2023

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into an agreement with the Town of Tuftonboro, (VC #159967), in the amount of $100,000 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) as part of the Municipal Boat Launch Investment Program, which will provide awards to local governments seeking to repair or replace municipally-owned boat launches located in New Hampshire, effective upon approval by Governor and Executive Council through August 31, 2024. This is an allowable use of ARPA SFRF funds under Section 602 (c)(1)(A) to respond to the public health emergency or its negative economic impacts. **100% Federal Funds.**

Funds are available as follows:

01-02-002-020210-Governor's Office for Emergency Relief and Recovery,
24690000 - ARP Grants and Disbursements

	FY2024
072 – 500574 Grants Federal	$ 100,000

EXPLANATION

ARPA SFRF funding in the amount of $2,052,050 was approved by Governor and Council on September 21, 2022 (Item #70) to fund the Municipal Boat Launch Investment Program, which provides funds for expenses related to repair or replacement of existing, municipally-owned boat launches and associated structures at New Hampshire lakes, ponds, and rivers. Typical examples of costs eligible for reimbursement would be construction materials, demolition, design, immediate parking area construction costs, signage investments to improve accessibility for disabled users, and labor costs associated with the afore-mentioned expenses. Municipalities receiving program awards must agree to maintain the premises at their own expense, provide or maintain access to the general public (both residents and non-residents) to the ramp and/or dock facility, parking, and other structures associated with the facility, in perpetuity.

The Program opened on December 1, 2022, and closed on June 1, 2023. Program funding is eligible to be used for reimbursement of expenses incurred between March 3, 2021, and the completion of an eligible project, no later than July 31, 2024, related to the repair or replacement of existing boat launches and associated structures. The eligible expenses or costs must not have been reimbursed or covered by any other source, such as a state, local, federal, or any other entity.

The maximum award for any individual project is $100,000. However, the program requires the Municipality to contribute 25% of the total eligible invoiced costs submitted for reimbursement. As a

result, the program will award up to 75% of such costs through ARPA SFRF, up to the maximum award per project. A project's total eligible costs may exceed the allowable award amount; however, any additional costs will be the responsibility of the municipality.

This particular award will provide funding on a reimbursement basis in support of the Town of Tuftonboro using the grant funds for the repair of an existing wharf, Union Wharf, which lies adjacent to the Town's municipally owned and operated public boat launch in Lake Winnipesaukee. This wharf abuts and is an integral part of the boat launch, as it is where users of the boat launch tie off their boats once they launch and load and unload passengers, gear, bags, etc.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Taylor Caswell
Executive Director, GOFERR

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Governor's Office for Emergency Relief and Recovery		**1.2. State Agency Address** 1 Eagle Square, Concord, NH 03301	
1.3. Grantee Name Town of Tuftonboro		**1.4. Grantee Address** 240 Middle Road, PO Box 98, Ctr Tuftonboro, NH 03816	
1.5 Grantee Phone # (603) 726-6259	**1.6. Account Number** 01-02-02-020210-24000000 ARP Grants and Disbursements	**1.7. Completion Date** August 31, 2024	**1.8. Grant Limitation** $ 100,000.00
1.9. Grant Officer for State Agency Michele Zangri-Crean		**1.10. State Agency Telephone Number** 603-271-7951	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** William L. Albee, Selectman	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (If G & C approval required) **By:** Shari Phillips **Assistant Attorney General, On:** 12/5/2023			
1.16. 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"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership

8. with, the entity identified as the Grantee in block 1.3 of these provisions

8.1. PERSONNEL.

The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized

8.2. to perform such Project under all applicable laws.

The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with

8.3. the State, or who is a State officer or employee, elected or appointed.

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

9. Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

GRANT AGREEMENT EXHIBIT A
Special Provisions

1. UNIFORM GUIDANCE

Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200). The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The GOFERR reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. AUDIT REQUIREMENTS

2.1 To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete a Single Audit at the end of each of the Grantee's fiscal years when the award was spent. Grantee shall provide a copy of any Single Audit report for the period of this grant to GOFERR concurrently with submission.

2.2 If required, the audit report shall include a schedule of prior year's questioned costs along with a response addressing the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to GOFERR within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

2.3 The costs charged under this contract shall be determined as allowable under the cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

3. GRANTS FOR RESEARCH AND DEVELOPMENT

This award is not a grant for research and development as defined in 2 CFR 200.1.

4. SUB-AWARDS for CONSTRUCTION

4.1 Grantee will provided verification of compliance with the requirements for labor certification for projects over $10 million (based on expected total cost) in the SLFRF Compliance and Reporting Guidance page 27 at SLFRF Compliance and Reporting Guidance (treasury.gov).

4.2 Grantee will provide verification of compliance with the requirements for 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 U.S. Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

5. FURTHER COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS

5.1 The requirement set forth in section 6 above, "Compliance by Grantee with Laws and Regulations," includes, but is not limited to, the provisions of 2 CFR 200, Treasury's SLFRF Final Rule, and all guidance pertaining to SLFRF that Treasury has issued or will issue in the future.

5.2. Any subaward or contract (including any subcontracts) issued under this award must include a provision requiring compliance with all applicable laws, statutes, and regulations, including all SLFRF guidance issued by Treasury.

6. FURTHER RECORDS AND ACCOUNTS

Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the Grant terms or GOFERR pursuant to paragraph 7.1, at any time during the Grantee's normal business hours, and as often as the State, the U.S. Department of Treasury, or Office of Management and Budget (OMB) shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury, or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury, or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data (as that term in herein defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3 of these provisions.\

7. ASSIGNMENT AND SUBCONTRACTS

Notwithstanding section 15 above, Grantee may use contractors and subcontractors to perform the services associated with the Project, subject to any requirements or restrictions detailed elsewhere in this Agreement.

8. NOTICE

Notices of default shall be delivered as set forth in section 19 above. All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:
Grantee: Tyler Phillips, tyler@headwatersconsults.com
GOFERR: Michele Zangri-Crean, michele.z.crean-g@goferr.nh.gov

Each party shall be responsible for notifying the other of any change in the person and e-mail address for notices.

9. REQUIRED CONTRACT TERMS

In addition to any other provisions required by federal, state, or local law, by this Agreement, or by the prime award agreement between Treasury and the State of New Hampshire, Grantees must:

a. abide by the following terms, as applicable, and
b. include the following terms in all contracts and subawards issued under this award, as applicable.

9.1. Administrative, Contractual, or Legal Remedies to Contract Violations

Any contracts issued under this subaward with a value in excess of $250,000 (two hundred and fifty thousand dollars) 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.

9.2. Termination for Cause and Convenience

Any contract issued under this subaward with a value in excess of $10,000 (ten thousand dollars) must address termination for cause and for convenience by the Grantee, including the manner by

which it will be affected and the basis for settlement.

9.3. Equal Employment Opportunity in Construction

9.3.1. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b) which is incorporated into this Agreement by reference.

9.3.2. The Grantee further agrees that it will be bound by the equal opportunity clause provided under 41 CFR 60-1.4(b) with respect to its own employment practices when it participates in federally assisted construction work:
Provided that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

9.3.3. The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

9.3.4. The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9.4. Copland Anti-Kickback

9.4.1. All contracts in excess of $2,000 (two thousand dollars) for construction or repair using funds under this grant shall include a provision for compliance with Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each grantee, contractor, subcontractor or subgrantee shall 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 is otherwise entitled. The Grantee should report all suspected violations to GOFERR.

9.4.2. All contracts in excess of $2,000 (two thousand dollars) for construction or repair using funds under this grant shall include a provision for compliance with the requirements stated in 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").

9.5. Contract Work Hours and Safety Standards Act (40 USC 3701-3708)

All contracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 50. Under 40 USC 3072 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 USC 3904 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 for contracts for transportation or transmission of intelligence.

9.6. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the United States Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).

9.7. Debarment and Suspension (Executive Orders 12549 and 12689)

9.7.1. 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 Order 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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.

9.7.2. See Exhibit J

9.8 Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors that apply or bid for an award exceeding $100,000 must file the required certification (See Exhibit E (3). Each tier certifies to the tier about 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 USC 1253. 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.

9.9 Prohibition on Certain Telecommunication and Video Surveillance Equipment (2 CFR 200.216)

9.9.1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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

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

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

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

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

9.9.3. See Public Law 115-232, section 889 for additional information.

9.9.4 See also § 200.471.

9.10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321)

9.10.1 The Grantee must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

9.10.2 Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.

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

9.11. Domestic Preference for Procurement 2 CFR 200.322)

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

9.11.2. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9.12. Procurement of Recovered Materials (2 CFR 200.323)

If the Grantee is a political subdivision of the State (such as a county, municipality, or school district), the Grantee and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 246 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.13. Protections for Whistleblowers

9.13.1. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to

public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.

9.13.2. The list of persons and entities referenced in the paragraph above includes the following:

A member of Congress or a representative of a committee of Congress.
An Inspector General.
The Government Accountability Office.
A Treasury employee responsible for contract or grant oversight or management.
An authorized official of the US Department of Justice or other law enforcement agency.
A court or grand jury; or
A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.

9.13.3 The Grantee and all subgrantees, contractors, and subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.

9.14. Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 USC §§4601 – 4655)
Any acquisition of real property or displacement of persons resulting from projects funded in whole or in part by this grant must be conducted in accordance with 42 USC §§4601 – 4655 and its implementing regulations.

9.15. Generally Applicable Environmental Laws and Regulations
The Grantee and any subgrantees, contractors, or subcontractors must comply with all generally applicable environmental laws and regulations unless explicitly exempt under Treasury's SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State.

9.16. Increasing Seat Belt Use in the United States
Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18. 1997), Grantee should encourage its subgrantees and contractors to adopt and enforce on-the-job seat belt policies and programs for their employee when operating company-owned, rented, or personally owned vehicles.

9.17. Reducing Text Messaging While Driving
Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Grantee should encourage its employees, subgrantees, and contractors to adopt and enforce policies that ban text messaging while driving, and the Grantee should establish workplace policies to decrease accidents caused by distracted drivers.

GRANT AGREEMENT EXHIBIT B

Scope of Allowable Uses of Coronavirus State and Local Fiscal Recovery Fund Grant

1. PURPOSE OF FUNDS

In exchange for grant funds from the State award under the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901 on March 11, 2021, provided by the United States Department of Treasury ("Treasury"), Assistance Listing Number (ALN) 21.027 to the State of New Hampshire ("the State"), acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "GOFERR"), the grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 1319, Section 9901, for which the Grantee has not received payment or reimbursement from any other source.

Specifically, grantee, the Town of Tuftonboro (or "the Town"), will use the grant funds for the repair of an existing wharf, Union Wharf, which lies adjacent to the Town's municipally owned and operated public boat launch in Lake Winnipesaukee. This wharf abuts and is an integral part of the boat launch, as it is where users of the boat launch tie off their boats once they launch and load and unload passengers, gear, bags, etc.

The repair shall involve surrounding the existing wharf bulkhead with sheet piling from the boat launch area around the three sides of the wharf. Work shall be carried out according to the "Wharf Repair Plans for Union Wharf on the Lands of the Town of Tuftonboro," dated May 2022, which was submitted with the Town's application and is incorporated herein.

The Federal Award Identification Number (FAIN) for this award is SLFRP0145. The federal award Start Date is May 18, 2021.

2. ALLOWABLE USES

Grantee agrees and covenants that the funds will be used solely for an allowable purpose as set forth in paragraph 1 and as defined in the American Rescue Plan Act of 2021 ("ARPA"), H.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, specifically to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

3. SUBAWARD AGREEMENTS

To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for subawards that will be subject to review and approval by GOFERR before use to ensure that the subawards contain adequate provisions that the funds can only be used for allowable ARPA costs and require compliance with 2 CFR 200 and other applicable requirements.

4. TREASURY GUIDANCE

Treasury's final rules on allowable uses of SLFRF funds at 2022-00292.pdf (govinfo.gov) Overview

of the final rule at SLFRF-Final-Rule-Overview.pdf (treasury.gov), and the U.S. Department of Treasury's Answers to Frequently Asked Questions (FAQ's) https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf regarding allowable uses of SLFRF funds are incorporated herein and made part of this Agreement as if set forth in full.

5. COST PRINCIPLES; INDIRECT COSTS

Grantee may charge costs as provided by 2 CFR 200 Subpart E, Cost Principles. The grantee may not charge, or cover costs not allowed under federal law, applicable rules, federal guidance, or the award terms accepted by the State upon receiving payment of these funds from Treasury.
The Grantee's indirect cost rate is ___, or if Grantee does not have an established indirect cost rate, indirect costs shall not exceed 10%.

6. REPORTING

Reporting: Grantee shall submit monthly reports electronically to the GOFERR grant officer by email or other electronic means subsequently designated by GOFERR by the 15th of the month detailing the use of the grant funds to date. The Grantee shall include in such report expenses and costs for which the grant funds have been used. Such report may be filed as part of the request for reimbursement as specified in Exhibit B.

7. EXPIRATION OF AWARD

Any portion of the grant not expended by the Grantee for allowable costs by July 31, 2024, shall lapse and shall not be paid.

8. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS.

8.1 Pursuant to 2 CFR 25 and 2 CFR 180, Grantees must: (i) Be registered in SAM before submitting an application or entering into an agreement; (ii) provide a valid Unique Entity Identifier (UEI) in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. EXHIBIT J should be returned completed with the executed Grant Agreement and must be received completed before any disbursement can be made.

8.2 This requirement must be passed through to subgrantees, contractors, and subcontractors.

8.3 The UEI number for Grantee is ____031767572_____.

9. FUTURE TREASURY GUIDANCE

The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds at its website https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds. Any such guidance shall be considered incorporated into this agreement by reference without further notice.

10. REAL PROPERTY; AUTHORIZED PURPOSE

10.1 For purposes of 2 CFR 200.311 the original authorized purpose of any real property acquired or improved shall be for a municipal boat launch and associated structures for use by the general public.

10.2. Until December 31, 2026, the property may be use for any purpose that is eligible under SLFRF.

After the period of performance, the property may only be used for purposes within its category as defined by the SLFRF Final Rule FAQ, 13.16.

10.3 The obligation to use the property for an authorized purpose shall survive the termination of this agreement and shall continue indefinitely pursuant to 2 CFR 200.311. or for the time established by any guidance by the U.S. Department of Treasury regarding real property assets acquired or improved with SLFRF funds.

10.4 If the Grantee is unable to continue using for an authorized purpose as described by the Final Rule FAQ 13.16 or any subsequent Treasury guidance, Grantee will notify the State to request disposition instructions from Treasury to the extent required by 2 CFR 200.311 or guidance by Treasury for real property acquired or improved with SLFRF funds. To the extent that the disposition instructions require that any funds be returned to Treasury, Grantee will be responsible for paying the amount required by the disposition instructions.

11. EXHIBITS

This Agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, I, and J, which are all incorporated herein by reference as if fully set forth herein.

GRANT AGREEMENT EXHIBIT C

Methods and Conditions of Payment

The grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number in order for a payment to be issued. Registration can be done online at https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qyr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration. The State vendor number for Grantee is ____159967_____.

1. The State will pay the Grantee, the sum of $100,000.00 (the Grant Amount) on a reimbursement basis for expenses incurred to improve the existing municipal boat launch as described more fully in Exhibit A.

2. Payment shall be made on a reimbursement basis. Grantee shall submit monthly requests to GOFERR, containing invoices showing the expenses paid to date and a brief explanation of the need for such expenses. Payment for the expenses shall be 75% of the cost of the expense, up to a maximum of the award amount in (1) above, with the Town contributing the remaining 25%. Grantee shall only submit for reimbursement for expenses not already reimbursed from any other federal state, or other source.

3. Periodic payment requests shall be submitted electronically to Michele Zangri-Crean at michele.z.crean-g@goferr.nh.gov.

GRANT AGREEMENT EXHIBIT D

Drug-Free Workplace

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Grantee's representative, as identified in Sections 1.11 of the General Provisions execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-Grantees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-Grantees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Grantees using this form should send it to:

GOFERR
1 Eagle Square
Concord, NH 03301

(A) The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an ongoing drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace.
(2) The grantee's policy of maintaining a drug-free workplace.
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)
228 Gov Wentworth Hwy
Tuftonboro, NH 03816

Check ☐ if there are workplaces on file that are not identified here.

Town of Tuftonboro, NH — 8/22/2023-8/31/2024

Grantee Name — Period Covered by this Certification.

William L. Albee,
Selectman
Name and Title of Authorized Grantee Representative

12/5/2023

Grantee Representative Signature — Date

Initials ____ Date 12/5/23

GRANT AGREEMENT EXHIBIT E
Lobbying

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Program: Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:

a. the awarding of any federal contract.
b. the making of any federal grant.
c. the making of any federal loan.
d. the entering into of any cooperative agreement.
e. 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 (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-l.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients, contractors, and subcontractors 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.

	Selectman
Grantee Representative Signature	Grantee's Representative Title
William L. Albee	12/5/2023
Grantee Name	Date

GRANT AGREEMENT EXHIBIT F
Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

(1) By signing and submitting this Grant Agreement, the Grantee is providing the certification set out below.
(2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Grantee shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the GOFERR determination whether to enter into this transaction. However, failure of the Grantee 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 GOFERR determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, GOFERR may terminate this transaction for cause or default.
(4) The Grantee shall provide immediate written notice to GOFERR, to whom this Grant is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 2 CFR 180, Subpart I.
(6) The Grantee agrees by submitting this Grant 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by GOFERR.
(7) The Grantee further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by GOFERR, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
(8) A Grantee in a covered transaction may rely upon a certification of Grantee in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee 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 Non-procurement List (of excluded parties).
(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 Grantee 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 Grantee in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, GOFERR may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd

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

(1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

(b) have not within a three-year period preceding this Grant 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 a contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and

(d) have not, within a three-year period preceding this Grant, 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 Grant.

Selectman

Grantee Representative Signature — Grantee's Representative Title:

William L. Albee — 12/5/2023

Print Grantee Name — Date

GRANT AGREEMENT EXHIBIT G

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Grantee identified in Section 1.3 of the General Provisions agrees by signature of the Grantee's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

	Selectman
Grantee Representative Signature	Grantee's Representative Title
William L. Albee	12/5/2023
Grantee Name	Date

GRANT AGREEMENT EXHIBIT H

CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee.
The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.
Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

	Selectman
Grantee Representative Signature	Grantee's Representative Title
William L. Albee	12/5/2023
Grantee Name	Date

GRANT AGREEMENT EXHIBIT I

ASSURANCE OF COMPLIANCE NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Town of Tuftonboro, NH (hereinafter called the "Grantee") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Grantee agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives federal assistance.

Applicability and Period of Obligation
In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Grantee by GOFERR with federal ARPA funds, this assurance obligates the Grantee for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

Employment Practices
Where a primary objective of the federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by GOFERR, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance
The Grantee shall require any individual, organization, or other entity with whom it contracts, subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records
The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of federal assistance from GOFERR. Such information shall include, but is

not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Grantee agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by GOFERR upon request. Facilities of the Grantee (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of GOFERR, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts or other federal assistance extended after the date hereof, to the Grantee by GOFERR including installment payments on account after such data of application for federal assistance which are approved before such date. The Grantee recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

Grantee Certification

The Grantee certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Grantee upon written request to GOFERR).

	Selectman
Grantee Representative Signature	Grantee's Representative Title
Print Grantee Name: William L. Albee	Date 12/5/2023

GRANT AGREEMENT EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires grantees of individual federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), GOFERR must report the following information for any grant award subject to the FFATA reporting requirements:

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principal place of performance
9) Unique identifier of the entity (031767572)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25M annually and
    b. Compensation information is not already available through reporting to the SEC.

Grantees must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have one of the Grantee's representatives(s), as identified in Sections 1.11 of the General Provisions execute the following Certification:

The below named Grantee agrees to provide needed information as outlined above to GOFERR and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

	Selectman
(Grantee Representative Signature)	(Grantee Representative Title)
William L. Albee	12/5/2023
(Grantee Name)	(Date)

GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION

As the Grantee identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is: 031767572

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here.

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization 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?

_____ NO _____ YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Name: _____ Amount: ____

Initials _____ Date 12/5/23

Initials Date 12/5/23

Certificate of Authority

I, Audrey Fraizer, hereby certify that I am the Town Administrator of the Town of Tuftonboro. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Selectmen, duly called and held on October 6, 2023, at which a quorum of the Board of Selectmen was present and voting.

> **VOTED:** That Selectmen Guy Pike, Bob Murray and/or Chip Albee are duly authorized to enter into contracts or agreements on behalf of the Town of Tuftonboro with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for ninety (90)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Town of Tuftonboro. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 10/6/2023 ATTEST: Audrey L. Fraizer

Audrey L. Fraizer
Tuftonboro NH Town Administrator

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Tuftonboro 240 Middle Road PO Box 98 Center Tuftonboro, NH 03816	313	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	1/1/2023	1/1/2024	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2023	1/1/2024	Combined Single Limit (Each Accident)	$ 5,000,000
	Any auto			Aggregate	$ 5,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk Includes Fire and Theft)**	1/1/2023	1/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible $1000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		**Additional Covered Party**		**Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
					By: *Mary Beth Purcell*
Governor's Office for Emergency Relief and Recovery 1 Eagle Square Concord, NH 03301					**Date:** 10/3/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**