



STATE OF NEW HAMPSHIRE

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GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

June 11, 2024

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 amend an existing sole source agreement with the New Hampshire Community Development Finance Authority (CDFA) (VC #177292 ), Concord, NH to increase the price limitation by \$3,060,732 from \$20,000,000 to \$23,060,732 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) and to extend the completion date from December 31, 2025 to December 31, 2026 in order to fund additional projects stemming from the second and final round of applications for the Community Center Investment Program that provides funding to centers to enable investment in equipment, capital infrastructure, and other costs as the community centers adapt to the effects of the COVID-19 health crisis and continue to offer essential services, effective upon approval by Governor and Executive Council. The original award was approved by Governor and Executive Council on December 21, 2022, Item #64F. 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.

Funding is available in Fiscal Year 2024 as follows:

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

072 - 500575 Grants Federal FY2024 \$ 3,060,732

EXPLANATION

This amendment would provide increased funding to CDFA to fund additional high-scoring projects stemming from the second and final round of applications for the Community Center Investment Program, which supports such centers by enabling investments in equipment, capital infrastructure, and other costs as they adapt to the effects of the COVID-19 health crisis and continued provision of essential services in communities around the State.

This amendment is Sole Source because CDFA has already run the Community Center Investment Program and was uniquely situated and qualified to do so and ensure it equitably distributes available funding while satisfying federal compliance standards. CDFA is an instrumentality of the State, specifically tasked with facilitating the State's Community Development Block Grant

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

June 11, 2024

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program, and it has more than 35 years of experience effectively deploying technical and financial resources to help New Hampshire communities and invests millions of dollars of financial resources annually, including the competitive deployment grants, loans and New Hampshire state tax credit equity, to support nonprofits, municipalities and businesses.

Community centers are incredibly important for New Hampshire's health and vibrancy, and they provide opportunities for residents to be active and to interact with others, as well as receive essential services. Moreover, community centers are inclusive and foster a culture of health and wellbeing in the communities they serve.

New Hampshire's community centers are often located in a public building or owned by a private nonprofit, and they often have limited resources but need to invest in their physical infrastructure to be viable for decades to come, especially to ensure COVID-19 mitigation efforts can continue or be improved upon.

Under the initial allocation of \$20 million, CDFA carried out two rounds of applications. In the first round, sixteen nonprofits and municipalities were awarded \$11.5 million, supporting the enhancement of indoor and outdoor facilities, as well as the construction of new spaces, that have proven to be inclusive and open to the public while fostering a culture of health and wellbeing in the communities they serve. In the second round, CDFA is currently able to fund six additional community centers' requests with the existing funding. This additional \$3,060,732 in funding will allow CDFA to fund the next five highest scoring applicants' proposals.

This may include facilities that provide care for senior citizens and/or children under 18; food banks; services for persons with disabilities; health, mental health, or substance abuse services, homeless services, and family resource centers.

Examples of the types of projects that could be funded include:

- Rehabilitating physical and outdoor programming space;
- Facility expansion;
- Improving air quality and/or ventilation; and
- Other investments that improve the health and safety of the center.

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

Respectfully submitted,



Taylor Caswell  
Executive Director, GOFERR

**Amendment #1 to Grant Award Agreement**

This grant award amendment ("Amendment") is entered into this 5<sup>th</sup> day of June, 2024, by and between the State of New Hampshire, acting by and through the Governor's Office for Emergency Relief and Recovery (GOFERR), 1 Eagle Sq, Concord, NH, 03301 (hereinafter referred to as "the State") and the Community Development Finance Authority (CDFA), 14 Dixon Ave, Concord, NH 03301 (hereinafter referred to as "Grantee"), collectively referred to as ("the Parties").

WHEREAS, the Parties have entered into a grant agreement authorized by the Governor and Executive Council on December 21, 2022, item #64F;

WHEREAS the funding authorized and extended did not permit Grantee to fund all high-scoring eligible community center projects for which it received applications;

WHEREAS American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) funding has become available for reallocation;

WHEREAS an additional \$3,060,732 would enable Grantee to fund five additional high-scoring community center projects;

WHEREAS, the Agreement allow for amendments by an instrument in writing executed by the Parties; and

WHEREAS, the Parties desire amend the Agreement as provided in this Amendment;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the Parties hereto do hereby agree as follows:

1. Grant Agreement General Provisions, section 1.7, of the existing Agreement is hereby deleted in its entirety and replaced with the following: "1.7 Completion Date: December 31, 2026.
2. Grant Agreement General Provisions, section 1.8, of the existing Agreement is hereby deleted in its entirety and replaced with the following: "1.8 Grant Amount not to exceed \$23,060,732."
3. Grant Agreement General Provisions, section 3, paragraph 2 is deleted in its entirety and replaced with the following: "Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed as follows: All awards under Exhibit A below must be obligated by June 30, 2025, and fully expended by December 31, 2026, with all required reports submitted no later than March 31, 2027. Notwithstanding these dates, all GOFERR's obligations are contingent upon continued appropriation of funds and in no event shall GOFERR be liable for any payments in excess of the appropriated funds, as detailed in paragraph 8 below."

4. Grant Agreement Exhibit A: Special Provisions, section 1, paragraph 7 is deleted in its entirety and replaced with the following: "Awarded projects must be fully obligated by June 30, 2025, and completed within 18 months of the award date, subject to limited extension upon approval by Grantee and GOFERR."
5. The following is inserted into Exhibit B, immediately following paragraph 1: "1.1 Upon approval of Amendment #1 to the Grant Award Agreement, GOFERR shall advance to Grantee the sum of \$3,060,732 for the funding of additional high-scoring eligible community center projects for which CDFA received applications."
6. This Amendment shall become effective upon approval by the Governor and Executive Council of the State of New Hampshire.
7. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Parties hereto have set their hand as of the day and year first above written.

Grantee Signature: Designated Signing Authority

Katherine Eastvly Martey Date: 6/5/2024  
 Signature  
 Print Name: Katherine Eastvly Martey Title: Executive Director

State of New Hampshire Signature:

Taylor Caswell Date: 6/11/2024  
 Signature  
 Print Name: Taylor Caswell Title: Executive Director, GOFERR

Approved as to form substance and execution NH Department of Justice:

Sheri Phillips Date: 6/11/2024  
 Signature  
 Print Name: Sheri Phillips Title: Assistant Attorney General

Approved by New Hampshire Governor and Council: \_\_\_\_\_ Date: \_\_\_\_\_



**CERTIFICATE OF AUTHORITY**

I, Cynthia Harrington, hereby certify that  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Community Development Finance Authority.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 14, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

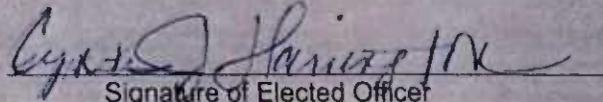
**VOTED:** That Katherine Easterly Martey, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Community Development Finance Authority to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) 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 corporation. 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: June 11, 2024



Signature of Elected Officer

Name: Cynthia Harrington

Title: Chairman, Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> THE ROWLEY AGENCY 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Maureen Demick <b>PHONE (AC No. Ext):</b> (603) 224-2562 <b>FAX (AC No.):</b> (603) 224-0612 <b>EMAIL ADDRESS:</b> mdemick@rowleyagency.com
	<b>(INSURER(S) AFFORDING COVERAGE)</b> <b>INSURER A:</b> Liberty Mutual Ins Co (Peerless) <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER: 24-25**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INBR	INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKAS8556085	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HERED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA58556085	5/26/2024	5/26/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UBOS8556085	5/26/2024	5/26/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWZ88556085 J.A. ME ; Excluded: Benjamin Oestjen-Olsen, Cynthia Harrington, John Manning	5/26/2024	5/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Governor's Office for Emergency Relief and 1 Eagle Square Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Maureen Demick/DEMICK <i>Maureen Demick</i>
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**STATE OF NEW HAMPSHIRE**



**GOVERNOR'S OFFICE**

*for*

**EMERGENCY RELIEF AND RECOVERY**

December 9, 2022

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 a sole source agreement with New Hampshire Community Development Finance Authority (VC #177292), Concord, NH in the amount of \$20,000,000, to facilitate the Community Center Investment Program, which would support community centers around the State by enabling investments in the construction, expansion, equipment, capital infrastructure, and other costs as they adapt to the effects of the COVID-19 health crisis and continued provision of essential services in communities, effective upon Governor and Council approval through December 31, 2025. This is an allowable use of ARPA SFRF funds under Section 602 (c)(I)(A) to respond to the public health emergency or its negative economic impacts. 100% Federal Funds.

Funding is available in Fiscal Year 2023 as follows:

01-002-002-020210-24690000 - ARP Grants and Disbursements

072-500574 - Grants Federal

FY2023  
\$20,000,000

**EXPLANATION**

This request would enable GOFERR to enter into a sole source agreement with the New Hampshire Community Development Finance Authority (CDFA) to run the Community Center Investment Program, which would support community centers across New Hampshire by enabling investments in the construction, expansion, equipment, capital infrastructure, and other costs as they adapt to the effects of the COVID-19 health crisis and continued provision of essential services in communities. This is a Sole Source agreement because CDFA is uniquely situated and qualified to run this Community Center Investment Program and ensure it equitably distributes available funding while satisfying federal compliance standards. CDFA is an instrumentality of the State, specifically tasked with facilitating the State's Community Development Block Grant program, and it has more than 35 years of experience effectively deploying technical and financial resources to help New Hampshire communities and invests millions of dollars of financial resources annually, including the competitive deployment grants, loans and New Hampshire state tax credit equity, to support nonprofits, municipalities and businesses. Community Centers are incredibly important for New Hampshire's health and vibrancy, and they provide opportunities for residents to be active and to interact with others, as well as receive essential services.

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council

December 9, 2022  
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Moreover, Community Centers are inclusive and foster a culture of health and wellbeing in the communities they serve.

For this program, CDFA will develop final program parameters and policies, which will be approved by GOFERR before administration of the program.

Generally, Community Centers will include facilities owned and operated by a Municipality or nonprofit community organization. The primary purpose of the facility must be community led recreation, social welfare, community improvement, and/or public assembly. Eligible Community Centers must also provide public access to their facilities and programming as part of their primary purpose.

This may include facilities that provide care for senior citizens and/or children under 18; food banks; services for persons with disabilities; health, mental health, or substance abuse services; homeless services; and family resource centers.

Examples of the types of projects that could be funded include:

- Construction of a facility;
- Rehabilitating physical and outdoor programming space;
- Facility expansion;
- Improving air quality and/or ventilation; and
- Other investments that improve the health and safety of the center.

The awards in the program per Community Center are subject to a \$1,000,000 cap, with a match requirement of no more than 15% of eligible project costs.

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

Respectfully Submitted,



Chase Hagaman  
Deputy Director, GOFERR

GOFERR COVID-19 Grant Agreement  
(Sub-award Template - ARPA SFRR)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office for Emergency Relief and Recovery

1.2. State Agency Address: 1 Eagle Square, Concord, NH

1.3. Grantee Name: Community Development Finance Authority

1.4. Grantee Address AND E-MAIL: 14 Dixon Ave, Concord NH 03301; keasterly@NHCDEFA.org

1.5 Grantee Telephone Number (603) 226-2170

1.6. State Vendor Number: 177292

1.7. Completion Date: December 31, 2025

1.8. Grant Amount not to exceed \$20,000,000.00

1.9. Grant Officer for State Agency: Lisa Cota-Robles

1.10. State Agency Telephone Number: (603) 271-7964

1.11. Grantee Signature: Designated Signing Authority

Katherine G. Ostry  
Signature

Date: 12/13/2022

Print Name: Katherine Ostry Title: Executive Director

1.12. State of New Hampshire Signature:

CH  
Signature

Deputy Director

Date: 12/13/2022

Print Name:

Title:

1.13. Approved as to form substance and execution NH Department of Justice (if necessary):

Sheri Phillips  
Signature

Date: 12/13/2022

Print Name:

Sheri Phillips

Title: Assistant Attorney General

1.14. Approved New Hampshire Governor and Council (if necessary):

Date: \_\_\_\_\_

**SECRETARY OF STATE**

Initial EV Date 12/13/2022  
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DEC 21 2022

**2. SCOPE OF ALLOWABLE USE OF FUNDS:** In exchange for grant funds from the State award under the Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") 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, CFDA number 21.027 to the State of New Hampshire, 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 Grantee has not received payment or reimbursement from any other source, defined as: for CDFA to run a Community Center Investment Program that will provide funding to centers that enable investment in equipment, capital infrastructure, and other costs as the centers adapt to the effects of the COVID-19 health crisis and continue to offer essential services. The Federal Award Identification Number (FAIN) for this award is SLFRP0145.

The allowable purposes and use of funds are more specifically described in EXHIBIT A.

**3. EFFECTIVE DATE: COMPLETION OF GRANT.**

Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in paragraph 1.14, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in paragraph 1.1 ("Effective Date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed as follows: all awards under Exhibit A below must be obligated by June 30, 2024, and fully expended by December 31, 2025, with all required reports submitted no later than March 2, 2026. Notwithstanding these dates, all GOFERR's obligations are contingent upon continued appropriation of funds beyond June 30, 2023, and in no event shall GOFERR be liable for any payments in excess of the appropriated funds, as detailed in paragraph 8 below.

**4. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**

The Grant Amount is identified in paragraph 1.8 and is more particularly described in EXHIBIT B, attached hereto. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Grant, as determined by the GOFERR, the GOFERR shall pay the Grantee the Grant Amount.

The payment by the GOFERR 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 and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, the GOFERR shall have no liabilities to the Grantee other than the Grant Amount.

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 Paragraph 1.8 of these general provisions.

**5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Grant, 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.

**6. RECORDS AND ACCOUNTS.**

Between the Effective Date and the date five (5) years after the Completion Date, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, 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.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the GOFERR, 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, 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. PERSONNEL.**

The Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all GOFERR and federal personnel and labor laws applicable to its employees.

The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

**8. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the GOFERR 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 GOFERR 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 GOFERR 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.

## **9. EVENT OF DEFAULT: REMEDIES.**

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"):

Failure to perform the Grant satisfactorily or on schedule;

Failure to submit any report required hereunder;

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

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

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

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

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 GOFERR determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the GOFERR, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the CLSFRF, H.R. 1319, Section 9901; and/or

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

## **10. TERMINATION.**

In the event of any early termination of this Agreement for any reason other than the completion of the Grant, 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 Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the GOFERR shall entitle the Grantee to retain the portion of the Grant amount earned up to and including the date of termination.

The approval of such a Termination Report by the GOFERR shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the GOFERR as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the GOFERR 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.

**11. CONFLICT OF INTEREST.** No officer, member or 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 Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, 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.

**12. GRANTEE'S RELATION TO THE GOFERR.** 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 GOFERR. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the GOFERR nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the GOFERR to its employees.

**13. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the GOFERR.

**14. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the GOFERR, its officers and employees, from and against any and all losses suffered by the GOFERR, its officers and employees, and any and all claims, liabilities or penalties asserted against the GOFERR, 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 GOFERR, which immunity is hereby reserved to the GOFERR. This covenant shall survive the termination of this Agreement.

**15. INSURANCE AND BOND.**

The Grantee shall, at its own expense, obtain and maintain in force, the following insurance: Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant; and Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident; and

The policies 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.

**16. WAIVER OF BREACH.** No failure by the GOFERR 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 GOFERR to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**17. 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, by United States Mail, addressed to the parties at the addresses first above given.

**18. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. 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 are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**20. 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.

**21. 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.

**22. SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

## **GRANT AGREEMENT EXHIBIT A**

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

1. Grantee, Community Development Finance Authority (CDFA), will use the grant funds for the Community Center Investment Program, which will provide funding to community centers for investment in equipment, capital infrastructure, and other costs as the centers adapt to the effects of the COVID-19 health crisis and continue to offer essential services.

CDFFA shall develop the final parameters and policies for the Community Center Investment Program, subject to final approval by GOFERR. CDFFA shall consult with GOFERR on the planned program parameters and policies before administering the program.

In designing the program, CDFFA shall incorporate the following framework to assess eligibility:

- Community Centers will include facilities owned and operated by a governmental agency or charitable organization, such as a nonprofit community organization.
- The primary purpose of the facility must be community led recreation, social welfare, community improvement, and/or public assembly.
- To be eligible, facilities must also provide public access to their facilities and programming as part of their primary purpose.

This may include facilities that provide care for senior citizens and/or children under 18; food banks; services for persons with disabilities; health, mental health, or substance abuse services; homeless services; and family resource centers.

Awards in the program are subject to a \$1,000,000 cap per Community Center, with an eligible project cost match requirement. CDFFA will require applicants to commit to a 15% match to the Community Center funds requested by the applicant. An applicant may submit a waiver of this requirement if it impedes the project's feasibility in the timeframe required by the funding, all waiver requests will be evaluated using consistent program guidance.

This approach is intended to help achieve program goals, such as ensuring individual project success and completion, as well as effective use of program funds.

Awarded projects must be fully obligated by June 30, 2024, and completed within 18 months of award date, subject to limited extension upon approval by Grantee and GOFERR.

Subaward completion date reflects the above timeline and monitoring of program awardees to ensure project completion.

2. 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

Initials KEM Date 12/13/2022 Page 7 of 23

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

4. The U.S. Treasury's final rules on allowable uses of CSLFRF funds at [2022-00292.pdf \(govinfo.gov\)](#) Overview of the final rule at [SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#), and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) <https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf> regarding allowable uses of CSLFRF funds are incorporated herein and made part of this Agreement as if set forth in full.

5. Grantee may charge costs as provided by 2 CFR Subpart E, Cost Principles. Grantee may not charge or cover costs not allowed under federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of these funds from U.S. Department of Treasury. The Grantee's indirect cost is 23%, or if Grantee does not have an established indirect cost rate, indirect costs shall not exceed 10%. Overall, total administrative costs inclusive of direct and indirect costs reimbursed to the Grantee by this program fund shall not exceed 15%, unless otherwise approved by GOFERR.

6. Reporting: Grantee shall submit quarterly reports electronically to the GOFERR grant officer by email or other electronic means subsequently designated by GOFERR to ensure timely program administration and assistance, including data needed to comply with federal laws, regulations, and guidance. Such reports shall include at least expenses and costs related to the Community Center Investment Program for which the grant funds have been used, including any required subrecipient related information, and shall break down the reporting by facilities awarded funds. Grantee shall provide such reports within 15 days of the close of each quarter.

Grantee will also provide a program-end summary report within 60 days of the program's completion or by March 2, 2026, whichever comes first and with specific elements to be designated by GOFERR in coordination with the Grantee, but it will include at a minimum summary details on the expended funds and projects completed.

If deemed appropriate by GOFERR, the Grantee may also be required to provide more frequent, higher-level/summary reporting electronically to the GOFERR grant officer by email or other electronic means subsequently designated by GOFERR.

7. Any portion of the grant not expended by Grantee for allowable costs by the Completion Date in 1.7 above shall lapse and shall not be paid and must be repaid to the State/GOFERR if funds have already been advanced to the Grantee.

8. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must (i) Be registered in SAM before submitting an application or entering into an agreement; (ii) provide a

valid unique entity identifier in its application (until April 4, 2022 the federal government is accepting DUNS numbers but after that date it must be a UBI); and (iii) continue to maintain an active SAMI 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. This requirement must be passed through to sub-recipients.

9. The U.S. 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.

## GRANT AGREEMENT EXHIBIT B

### Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qv55aww2oa55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qv55aww2oa55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

1. Upon execution of this Agreement, GOFERR will advance to Grantee the sum of \$20,000,000.00, which will be used for the Community Center Investment Program as more specifically described in Exhibit A above. Grantee must report to the State/GOFERR the type/nature of the account utilized to hold these funds, including any interest earned, which may need to be returned to the State/GOFERR.

2. Grantee shall utilize authorized program funding for direct and indirect costs related to program administration, marketing, and oversight, as described in Exhibit A, reporting to GOFERR and additional State employees if appropriate details of such costs. Grantee reimbursement for these costs, inclusive of direct and indirect costs, shall not exceed 15% of program funding.

3. Grantee shall return any unexpended funds within 45 days of the program's completion, or the Completion Date identified in 1.7, whichever is earlier.

4. Notwithstanding anything to the contrary herein, Grantee agrees that any funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule, or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement. Moreover, Grantee agrees that continued funding and expenditures related to this program are contingent upon the availability or continued appropriation of funds beyond the State's current biennium, ending June 30, 2023. As detailed in paragraph 8 above, neither the State nor GOFERR shall be liable for any obligations or expenditures entered into by the Grantee after that date, should authorized use of funds cease.

## GRANT AGREEMENT EXHIBIT C

### Special Provisions

1. 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. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year 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.

If required, the audit report shall include a schedule of prior year's questioned costs along with a response to 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.

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.
4. Program and financial records pertaining to this contract shall be retained by the Grantee for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.
5. This award is not a grant for research and development as defined in 2 CFR 200.1.
6. The following paragraphs shall be added to the general provisions:

"23. **RESTRICTION ON ADDITIONAL FUNDING.** It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."

"24. **ASSURANCES/CERTIFICATIONS.** The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

"25. **COPELAND ANTI-KICKBACK ACT.** All contracts in excess of \$2,000.00 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, 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.”

6. The following provisions of the standard agreement are modified as follows:

Paragraph 13 is modified by adding the following sentence to the end of the paragraph: “However, Grantee may utilize sub-contractors to perform the services in this award.”

Paragraph 17 “Notice” is deleted and replaced with the following:

Any notice of default under paragraph 9 or termination under paragraph 10 shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given.

All other notices and reporting shall be by electronic means to the following e-mail addresses for each party:

**Grantee:** keasterly@NHCDFA.org

**GOFERR:** Lisa.M.Cota-Robles-G@goferr.nh.gov (or other GOFERR Compliance person)

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

## 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)

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

NH Community Development Finance Authority 12/21/2022 - 12/31/2025  
 Grantee Name Period Covered by this Certification

Katherine Easterly Martey  
 Name and Title of Authorized Grantee Representative

Katherine A. Martey 12/13/2022  
 Grantee Representative Signature Date

**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**

Programs (indicate applicable program covered): Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period: 12/21/2022 - 12/31/2025

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee).
- (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 B-1.
- (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, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

<u>Katherine H. Martey</u> Grantee Representative Signature	<u>Executive Director</u> Grantee's Representative Title
<u>Katherine Easterly Martey</u> Grantee Name	<u>12/13/2022</u> 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 12529 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: 45 CFR Part 76.
- (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 (1) (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.

Katherine Eastorly Martey  
Grantee Representative Signature

Executive Director  
Grantee's Representative Title:

Katherine Eastorly Martey  
Print Grantee Name

12/13/2022  
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.

Kathleen G. L. Harty Executive Director  
Grantee Representative Signature Grantee's Representative Title

Katherine Easterly Martey 12/13/2022  
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.

*NH Community Development Finance Authority*  
(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 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 date 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).

Katherine Easterly Martey Executive Director  
Grantee Representative Signature Grantee's Representative Title

Print Grantee Name: Katherine Easterly Martey Date 12/13/2022



**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: KCDNZ2XYHPE4

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?

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: \_\_\_\_\_

Initials KEW Date 12/13/2022 Page 23 of 23

**CERTIFICATE OF AUTHORITY**

I, Cynthia Harrington, hereby certify that  
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of New Hampshire Community Development Finance Authority.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 13, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

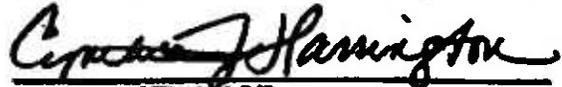
**VOTED:** That Katherine Easterly Martey, Executive Director (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Community Development Finance Authority to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) 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 corporation. 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: December 9, 2022



Signature of Elected Officer

Name: Cynthia Harrington

Title: Chairman, Board of Directors

**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that **COMMUNITY DEVELOPMENT FINANCE AUTHORITY** a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on July 01, 1983. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 81003

Certificate Number : 0005761153



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME</b> Maureen Demick <b>PHONE (AC No. Ext)</b> (603) 224-2562 <b>EMAIL Address</b> mdemick@rowleyagency.com	<b>FAX (AC No.)</b> (603) 224-0025
	<b>INSURER AFFORDING COVERAGE</b>	
<b>INSURED</b> New Hampshire Community Development Finance Authority 14 Dixon Ave Suite 102 Concord NH 03301	<b>INSURER A:</b> Liberty Mutual Ins Co (Peerless)	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF	TYPE OF INSURANCE	ADDL	INSUR	POLICY	POLICY	POLICY	LIMITS
LINE		DESC	DESC	NO	EFF	EXP	
					(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> GLASS-BREAK <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JOB <input type="checkbox"/> LOC OTHER:			22A02234003	5/24/2022	5/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (CA excluded) \$ 300,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV BURNRY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			22A02234003	5/24/2022	5/24/2023	COMBINED SINGLE LIMIT (CA excluded) \$ 1,000,000 BODILY BURNRY (Per person) \$ BODILY BURNRY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MAJOR <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			22A02234003	5/24/2022	5/24/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/BOUNTY OFFICER/ MEMBER EXCLUDED? (Statutory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22A02234003	5/24/2022	5/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

<b>CERTIFICATE HOLDER</b>  State of New Hampshire NH Dept of Energy 21 S. Fruit Street, Suite 10 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Maureen Demick/DENICK <i>Maureen Demick</i>
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