STATE OF NEW HAMPSHIRE

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GOVERNOR'S OFFICE
for
EMERGENCY RELIEF AND RECOVERY

92

August 15, 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 enter into an agreement with the Mark Stebbins Community Center, (VC # 508295), Manchester, NH in the amount of $996,501 in American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to assist in the building of the Mark Stebbins Community Center, effective upon approval by Governor and Executive Council through June 30, 2026. 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 2025 as follows:

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

	FY2025
072 – 500575 Grants Federal	$ 996,501

EXPLANATION

The Mark Stebbins Community Center (MSCC), a 501(c)(3) nonprofit organization, is a new initiative to address the critical needs of underserved children and families on the West Side of Manchester. MSCC will be a multi-service nonprofit center to bring resources to children and families. The West Side of Manchester faces several challenges, including a lack of access to food, childcare, healthcare, transportation, and social services. The Center's goal is to bring nonprofit services together under one roof in one location to serve the community. The community center will focus on meeting the needs identified by the community and will provide services, assistance, and empowerment to a growing population in need. The Center will focus on providing services such as affordable, walkable childcare, after-school care, access to affordable health care, community meeting space, and additional support services offered by our anchor agency tenants and other fellow nonprofit agencies.

This award is given in the form of a forgivable loan agreement. This investment will help fund costs associated with the construction of the new Center. MSCC intends to start construction in Spring 2025 and complete the project within one year. GOFERR will monitor the progress on the construction to ensure the project is on track to be completed prior to the ARPA expenditure deadline and will be structured to ensure funds do not go unused.

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

LOAN AGREEMENT
FOR STATE FISCAL RECOVERY FUNDS
GENERAL PROVISION

1. THE PARTIES

The Mark Stebbins Community Center ("Borrower"), represented by its authorized agent, Oresete J. Mosca ("Borrower's Agent"), hereby enters this Loan Agreement for State Fiscal Recovery Funds (this "Agreement") with the State of New Hampshire, Governor's Office for Emergency Relief and Recovery (the "Lender") or its successor, as of the effective date of this Agreement. Borrower and Lender shall collectively be known as "the Parties".

2. PURPOSE OF AGREEMENT

Lender agrees to use American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) to lend Borrower up to $996,501 (the "Loan Amount") for reasonable and eligible approved expenses incurred in the construction of the approved Project (the "Project"), a multi-service non-profit center on the West Side of Manchester, NH. The Project shall be completed by June 30, 2026 (the "Completion Date").

3. AREA COVERED

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

4. EFFECTIVE DATE, COMPLETION OF PROJECT

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire.

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 June 30, 2026.

5. LOAN AMOUNT, LIMITATIONS ON AMOUNT, VOUCHERS, PAYMENT

5.1. The maximum Loan Amount is $996,501.

5.2. The manner of and schedule of payment shall be as set forth in this Agreement.

5.3. In accordance with the provisions of this Agreement and as consideration of the satisfactory performance of the Project, as determined by Lender and as limited by the terms and conditions of this Agreement, Lender shall loan Borrower an amount up to the maximum Loan Amount. Lender shall withhold from the amount otherwise payable to Borrower under this Agreement only those sums required or permitted to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by Lender of the Loan Amount shall be the only, and the complete, compensation to Borrower for the Project. Lender shall have no liabilities to Borrower other than the Loan 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 Loan Amount.

6. COMPLIANCE BY BORROWER WITH LAWS AND REGULATIONS

In connection with the performance of the Project, Borrower shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Borrower, 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 terms of this Agreement or Lender, Borrower 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 terms of this Agreement or Lender pursuant to section 7.1, at any time during Borrower's normal business hours, and as often and Lender shall demand, Borrower shall make available to Lender all records pertaining to all matters covered by this Agreement. Borrower shall permit Lender 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 section, "Borrower" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with the entity identified as the Borrower in Section 1 of these provisions.

8. PERSONNEL

8.1. Borrower shall, at its own expense, provide all personnel necessary to perform the Project. Borrower warrants that all personnel engaged in the Project shall be qualified to perform such Project and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. Borrower shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm, or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the Lender or who is a State officer or employee, elected, or unelected.

8.3. The Loan Officer shall be the representative of the Lender hereunder. In event of any dispute hereunder, the interpretation of this Agreement by the Loan Officer, and the Loan Officer's decision on any dispute, shall be final.

9. DATA, RETENTION OF DATA, ACCESS

9.1. As used in the 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 documents, all whether finished or unfinished.

9.2. Between the Effective Date and Completion Date, Borrower shall grant the Lender, 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 Lender.

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

9.5. Lender, 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 OF AGREEMENT

Notwithstanding anything in this Agreement to the contrary, all obligations of Lender hereunder, including, without limitation, the continuance of payments hereunder, are contingent on the availability or continued appropriation of funds, and in no event shall Lender be liable for any payments here under in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, Lender 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 Borrower notice of such termination.

11. EVENT OF DEFAULT, REMEDIES

11.1. Any one or more of the following acts or omissions of the Borrower 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, 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, Lender may take any of one, or more, or all of the following actions:

11.2.1. Give Borrower 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 Borrower notice of the termination; and

11.2.2. Give Borrower 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 Loan Amount which would otherwise accrue to the Borrower during the period from the date of such notice until such time as Lender determines that Borrower has cured the Event of Default shall never be paid to the Borrower; and

11.2.3. Set off against any other obligation Lender may owe to the Borrower any damages that Lender 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, repayment of the Loan will begin 30 days after a notice of termination is delivered in accordance with Section 19 of these general provisions.

12.2. In the event of termination under sections 10 or 12.3 of these general provisions, in no events shall repayment or any other action by Borrower or Lender relieve Borrower from any and all liability for damages sustained or incurred by Lender as a result of Borrower's breach of its obligations.

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

13. CONFLICT OF INTEREST

No officer, member, or employee of Borrower, 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 their personal interest or the interest of any corporation, partnership, or association in which they are directly or indirectly interested, nor shall they have any personal or pecuniary interest, direct or indirect, in this agreement or in the proceeds thereof.

14. BORROWER'S RELATION TO THE STATE

In the performance of the Agreement, Borrower, its employees, and any subcontractor or subgrantee of Borrower are in all respects independent contractors and are neither agents nor employees of Lender. Neither Borrower nor any of its officers, employees, agents, members, subcontractors, or subgrantees shall have authority to bind Lender nor are they entitled to any of the benefits, worker's compensation, or emoluments provided by Lender to its employees.

15. ASSIGNMENT AND SUBCONTRACTS

Borrower shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of Lender. None of the Project Work shall be subcontracted or subgranted by Borrower other than as set forth in this Agreement without the prior written consent of Lender.

16. INDEMNIFICATION

Borrower shall defend, indemnify, and hold harmless Lender, its officers, and its employees from and against any and all losses suffered by Lender, its officers, and its employees, and against any and all claims, liabilities, or penalties asserted against Lender, its officers, or its 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 Borrower or subcontractor, subgrantee, or any agency of Borrower.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of Lender, which immunity is hereby reserved to Lender. This covenant shall survive termination of this Agreement.

17. INSURANCE

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

17.1.1. Statutory workers' compensation and employee 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.

17.2. The policies described in subsection 17.1 of this section shall be the standard for employed in the State of New Hampshire, issued by underwriters acceptable to Lender and authorized to do business in the State of New Hampshire. Borrower shall furnish to Lender 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 Lender 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 provision hereof. No such failure of enforcement shall be deemed a waiver of the right of Lender to enforce each and all of the provisions hereof upon further or other default on the part of Borrower.

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 address to the parties at the address first 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 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 section headers are used only as a matter of convenience and are not to be considered part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES

The parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT

This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating thereto.

24. SPECIAL PROVISIONS

In addition to these General Provisions, this Agreement consists of the following documents: Exhibits A, B, C, D, E, F, G, H, and I, which are all incorporated by reference as if fully set forth herein.

ACCEPTANCE AND ACKNOWLEDGEMENT

With the signature below, I, the Borrower's Agent, duly authorized and acting on behalf of the Borrower, affirm that I have read and understood this Agreement and execute it with the intent that the Borrower be bound by its terms.

Borrower's Name and Mailing Address:
Mark Stebbins Community Center
497 Hooksett Road, Unit 326
Manchester, NH 03104

Borrower's Vendor Number:
508295

Borrower's Email Address:
info@markstebbinscommunitycenter.com

Borrower's Agent's Signature:
Oreste J. Mosca

Date: 7/19/24

Borrower's Agent's Name and Title
Oreste J. Mosca, Treasurer

Borrower's Business Name (if different from above):

Borrower's Business Address (if different from above):

State of New Hampshire, GOFERR

Date: 8/14/24

Approval of the New Hampshire Department of Justice
Sheri Phillips, AAG

Date: 8/15/2024

G&C Item number: _____

G&C Meeting Date: _____

LOAN AGREEMENT
EXHIBIT A
SPECIAL PROVISIONS

1. FEDERAL AWARD IDENTIFICATION

The following information is provided in accordance with 2 CFR 200.332(a):

1.1 Borrower's Name: Mark Stebbins Community Center

1.2 Borrower's Unique Entity Identifier (UEI): **WK2WNJKQPCT5**

1.3 Federal Award Identification Number (FAIN): SLFRP0145

1.4 Federal Award Date: May 18, 2021

1.5 Subaward Period of Performance Start and End Date: The period of performance for this award begins upon Governor and Executive Council approval and ends on June 30, 2026.

1.6 Subaward Budget Period Start and End Date: The budget period of this award begins upon Governor and Executive Council approval and ends on June 30, 2026.

1.7 Amount of Federal Funds Obligated to Borrower by the State through this Agreement: $996,501.

1.8 Total Amount of Federal Funds Obligated to Borrower by the State, Including this Agreement: $996,501.

1.9 Total Amount of SFRF award committed to Borrower: $996,501.

1.10 Federal Award Project Description: The Coronavirus State and Local Fiscal Recovery program, authorized by the American Rescue Plan Act, delivers $350 billion to state, territorial, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency.

1.11 Name of Federal Awarding Agency: United States Department of Treasury.

1.12 Assistance Listing Number and Title: 21.027, Coronavirus State and Local Fiscal Recovery Funds.

1.13 Identification of Whether this Award is R&D: This award is not R&D.

2. UNIFORM GUIDANCE

1.1. This Agreement is 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. Lender reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

1.2. This Agreement awards funds to Borrower in the form of a loan, and therefore the provisions of 2 CFR 200 applicable to agreements for loans, as specified by 2 CFR 200.101, apply to this Agreement.

2. AUDIT REQUREMENTS

2.1. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Borrower shall complete a Single Audit at the end of each of Borrower's fiscal years. Borrower shall provide a copy of any Single Audit report for the period of this Loan to Lender 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 Lender within one month of the time of receipt by Borrower accompanied by a corrective action plan, if applicable, for each finding or questioned cost.

3. REPORTING ON EMPLOYMENT PRACTICES ON CONSTRUCTION PROJECTS

3.1. Borrower will report on its wage and labor practices as required by the SLFRF Compliance and Reporting Guidance, page 37, available at https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf, and as detailed in this section.

3.2. Borrower shall maintain records to substantiate the information provided according to this section.

3.3. To satisfy its labor certification requirements with regard to wage and benefit payments, Borrower may provide a certification that it and any contractors or subcontractor engaged in the project are in compliance with the Davis-Bacon Act. If Borrower does not provide such certification, Borrower shall provide the following information:

a. The number of employees of contractors and sub-contractors working on the project; and
b. The number of employees on the project hired directly and hired through a third party; and
c. The wages and benefits of workers on the project by classification; and
d. Whether those wages are at rates less than those prevailing.

3.4 To satisfy the labor certification requirements with regard to labor practices, Borrower may provide a certification that the Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If Borrower does not provide such a certification, Borrower must provide a workforce continuity plan detailing:

a. How Borrower will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training; and
b. How Borrower will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
c. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30); and
d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and

e. Whether workers on the project will receive wages and benefits that secure an appropriately skilled workforce in the context of the local or regional labor market; and

f. Whether the Project has completed a project labor agreement.

3.5. Borrower shall provide a statement regarding whether the Project prioritizes local hires.

3.6. Borrower shall provide a statement regarding whether or not the Project has a Community Benefit Agreement, with a description of any such agreement.

4. UNIVERSAL ENTITY IDENTIFIER (UEI)

Borrower shall obtain a Universal Entity Identifier (UEI) through the federal System for Award Management (SAM.gov) in accordance with 2 CFR 25. No funds shall be disbursed to Borrower until Borrower has provided a UEI.

5. DEBARMENT AND SUSPENSION CERTIFICATION

5.1. Borrower 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; and

b. Have not within a three-year period preceding this Award 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; and

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 section 5.1.(b) of this certification; and

d. Have not, within a three-year period preceding this Award, had one or more public transactions (federal, State or local) terminated for cause or default.

5.2 Borrower will include a term or condition in all contracts funded with Loan funds with a value of more than $25,000 that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19. Borrower shall confirm the eligibility of any such contractors using the SAM.gov system's eligibility check function.

5.3 Borrower will require that all subcontracts funded with Loan funds with a value of more than $25,000 contain a term or condition that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19. Borrower shall require that the eligibility of any such subcontractors be confirmed using the SAM.gov system's eligibility check function.

6. OTHER FEDERAL REGULATORY REQUIREMENTS

As applicable, Borrower shall comply with the following federal regulations imposed pursuant to the terms of the prime award agreement between the U.S. Department of the Treasury ("Treasury") and the State of New Hampshire:

a. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference. See Exhibit I.

b. Government Requirements for a Drug-Free Workplace, 31 CFR 20. See Exhibit C.

c. New Restrictions on Lobbying, 31 CFR 21. See Exhibit D

d. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§4601 – 4655) and implementing regulations.

e. 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).

f. Generally Applicable Federal Environmental Laws and Regulations. Borrower 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.

g. Protection for Whistleblowers. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee (including borrowers of federally funded loans), 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.

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.

Borrower 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.

h. Increasing Seatbelt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18. 1997), Borrower 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.

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

7. FEDERAL NON-DISCRIMINATION REQUIREMENTS (See Exhibits F & H)

As applicable, Borrower shall comply with the following statutes and regulations prohibiting discrimination imposed pursuant to the prime award agreement between the U.S. Department of the Treasury and the State of New Hampshire:

a. Title VI of the Civil Rights Act of 1964 (42 USC §§ 200d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities which receive federal financial assistance.

b. The Fair Housing Act, Title VIII, of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. TREASURY GUIDANCE

Treasury's Final Rule on allowable uses of SLFRF funds at https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf, Overview of the Final Rule at https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf, 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.

9. FUTURE TREASURY GUIDANCE

The U.S. Department of Treasury may issue subsequent or further guidance on allowable uses of SFRF 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. MONITORING

10.1. Borrower agrees to submit to all requested inspections, monitoring, and audits by State or federal officials which relate to the services and payments under this agreement.

10.1.1. Inspections shall include, but not be limited to, on-site inspections.

10.1.2. Monitoring shall include, but not be limited to, review of all invoices and payments made on this project and other financial records, review of all contracts for goods and services, proof of goods received after payment, review of Borrower's policies and procedures for management of federal funds, review of the project plan, and review of payroll and timesheet records.

10.2 Borrower shall comply with any and all requests for documentation, reports, or other materials in a timely manner, and in any case no later than the response date provided in any such request by Lender.

11. ASSIGNMENT AND SUBCONTRACTS

Notwithstanding Section 15 of the General Provision of this Agreement, Borrower may use contractors and subcontractors to perform the services associated with the Project, subject to any requirements or restrictions detailed elsewhere in this Agreement.

12. NOTICE

Notices of default or termination 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:

Borrower: Jeanine Tousignant, jeanine@jeanineandcompany.com

GOFERR Loan Officer: Thomas.R.Broderick-G@GOFERR.nh.gov or successor

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

13. EXPIRATION OF AWARD

Any portion of the Award not disbursed to Borrower for allowable costs by June 30, 2026, shall lapse and shall not be paid.

14. CLOSEOUT

Unless this is Award is terminated early, closeout of this Award shall occur upon the expiration of the Award term or when all Award funds have been exhausted for eligible uses, whichever occurs soonest. At closeout, Lender shall provide Borrower with instructions for final financial accounting reconciliation, performance reporting, and any additional steps necessitated by State and federal requirements. This may include, but shall not be limited to, a final round of subrecipient monitoring and the provision of any loan-related documentation requested by Lender.

LOAN AGREEMENT
EXHIBIT B
LOAN TERMS

1. LENDER AGEES

1.1 Lender agrees to loan borrower up to $996,501 (the "Loan Amount") for approved expenditures incurred in the Project.

1.2 The Loan Amount will be subject to an interest rate of 0%, and the Loan Amount shall be forgiven upon completion of the project on or before June 30, 2026 as set forth below.

2. BORROWER AGREES

2.1. Borrower agrees to construct and undertake the approved Project in accordance with the approved fiscal item, 24-188.

2.2. Borrower agrees to comply with all federal, state, and local laws, rules, and regulations which are now, or in the future may become, applicable to the Project.

2.3. Borrower accepts liability for the Loan Amount with repayment to begin June 30, 2026, or earlier of breach of the terms of the Agreement occurs.

2.4. Upon completion and satisfaction of the terms of the Agreement on or before June 30, 2026, (or later if an extension is approved by the Lender) the Borrower's Loan Amount shall be deemed satisfied and paid in full.

2.5 If the Project is not successfully completed and/or the Agreement is not fulfilled or substantively breached, then the Borrower shall begin repaying the Loan Amount to the Lender beginning on June 30, 2026, pursuant to the terms and conditions outlined in section 5 of this Agreement.

3. DISBURSEMENT

3.1. The maximum Loan Amount available to be disbursed to Borrower pursuant to this agreement is $996,501.

3.2. Funds shall be disbursed to Borrower on a reimbursement basis for actual costs incurred by Borrower. Borrower shall only be reimbursed for actual costs incurred. Borrower shall only be reimbursed for costs which are both reasonable and eligible pursuant to the SFRF guidance promulgated by Treasury and which are approved by Lender. Lender's determination of eligible, reasonable, and approved costs shall be final in all cases.

3.3 Borrower must pay 100% of a cost before submitting a request for reimbursement of that cost.

3.4 Borrower shall submit monthly invoices for reimbursable costs incurred up to the end of each month by the 15th of the following month. All invoices must be accompanied by proof of payment, such as receipts, other payment confirmations, cancelled checks (front and back), and/or electronic record of payment, as well as evidence of the good(s) having been received or services rendered. Monthly invoices shall be submitted electronically to:

Emily Larson, emily.a.larson-g@goferr.nh.gov

Or other GOFERR/State employee as designated by Lender and communicated to Borrower.

3.5 Borrower 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(5wm5gw45ho4qvr55aww2os55))/welcome.aspx. Payment will be by check or ACH, depending on the vendor registration. The State vendor number for Borrower is _ 508295_____.

4. PROMISE TO PAY

For value received, Borrower promises to pay the total amount received as reimbursement for approved expenses pursuant to Section 3 of this Exhibit, up to $996,501 (the "Loan").

5. PAYMENTS

5.1 Unless the Loan is forgiven upon closeout of the Award, Borrower shall begin repaying the Loan Amount to the Lender beginning on July 15, 2026.

5.2 Borrower shall repay the loan in amounts distributed equally across three (3) monthly payments.

5.3 The first payment will be due on or before July 15, 2026. All subsequent payments shall be due on or before the 15th day of each month. If the 15th occurs on a weekend or federal or State holiday, payment shall be due the next business day.

5.4 Payments shall be made by check or money order, marked payable to the "State of New Hampshire," and mailed to the following address:

1 Eagle Square
Concord, NH 03301

5.5 The Loan will be fully paid on or before September 15, 2026, which will be the 3rd and final payment period.

6. INTEREST

The Loan will accrue interest at a rate of 0% per annum for the life of the Loan.

7. DEFAULT AND ACCELERATION

7.1 If Borrower fails to make payments as detailed in Exhibit B, Section 5 of this Agreement, Borrower will be in default. Lender shall notify Borrower that Borrower is in default. Borrower will have fifteen (15) days from the date of the notice to remedy the deficiency. If Borrower remedies the deficiency within fifteen (15) days of the date on the default notice, Lender shall notify Borrower that Borrower is no longer in default.

7.2 If Borrower fails to remedy the deficiency within sixty (60) days from the date of the notice to remedy the deficiency, Lender, at its option, may declare all outstanding sums owed pursuant to this Agreement immediately due and payable, and Lender may initiate litigation and collection actions, as well as any other remedies available at law or in equity, to recover the Loan in full or compel compliance with this Agreement.

8. PREPAYMENT

8.1 If Borrower does not complete the entire project by June 30, 2026, and the Loan payments have started, Borrower may prepay the Loan without penalty.

8.2 If Borrower prepays the Loan in part, such partial prepayment shall not alleviate Borrower's obligation to meet payment deadlines for subsequent periods until the Loan is fully repaid. For example, prepayment in the first pay period for the equivalent of the amount due in the first, second, and third pay period does not remove Borrower's obligation to timely make its next payment in the second pay period and all subsequent periods until the Loan balance is satisfied.

9. SEVERABILITY

In the event any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

10. CONFLICTING TERMS

The terms of this Agreement shall have authority and precedence over any other conflicting terms in any referenced agreement or document.

LOAN AGREEMENT
EXHIBIT C
DRUG FREE WORKPLACE

The Borrower 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 Borrower's representative, as identified in Sections 1 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 awardees (and by inference, sub-grantees and sub-awardees), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that an awardee (and by inference, sub-grantees and sub-awardees) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each award 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 funding. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of awards, or government wide suspension or debarment. Awardees using this form should send it to:

GOFERR
1 Eagle Square
Concord, NH 03301

(A) The Borrower 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 borrower'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 borrower'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 award 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 award, 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 award 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 award;

(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 Borrower may insert in the space provided below the site(s) for the performance of work done in connection with the specific award.

Place of Performance: Kelly Falls, 315 Kimball Street, Manchester, NH 03102

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

_Mark Stebbins Community Center_____August 7, 2024 – June 30, 2026_____
Borrower Name Period Covered by this Certification

Oreste J Mosca, Treasurer
Name and Title of Authorized Borrower Representative

Oreste J. Mosca 7/19/24
Borrower Representative Signature Date

LOAN AGREEMENT
EXHIBIT D
LOBBYING

The Borrower identified in Section 1 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 Borrower's representative, as identified in Sections 1 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")

Award Period: August 7, 2024 – June 30, 2026

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.

Oreste J. Mosca	Treasurer
Borrower Representative Signature	Borrower's Representative Title
Mark Stebbins Community Center	7/19/24
Borrower Name	Date

LOAN AGREEMENT
EXHIBIT E
DEBARMENT

The Borrower identified in Section 1 of the General Provisions agrees to comply with the provisions of 2 CFR Part 180 and 34 CFR Part 19 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Borrower'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 Loan Agreement, the Borrower 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 Borrower shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Lender's determination whether to enter into this transaction. However, failure of the Borrower 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 Lender determined to enter into this transaction. If it is later determined that the Borrower knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, may terminate this transaction for cause or default.

(4) The Borrower shall provide immediate written notice to Lender, to whom this certification is submitted if at any time the Borrower 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 2 CFR Part 180.

(6) The Borrower agrees by submitting this certification 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 Lender.

(7) The Borrower further agrees by submitting this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by Lender, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(8) A participant in a covered transaction may rely upon a certification of a participant 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. Borrower 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 Borrower is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Lender 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) Borrower 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 Award 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 Award, 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 Award.

Oreste J. Mosca	Treasurer
Borrower Representative Signature	Borrower's Representative Title:

Mark Stebbins Community Center 7/19/24

Print Borrower Name Date

LOAN AGREEMENT
EXHIBIT F
CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Borrower identified in Section 1 of the General Provisions agrees by signature of the Borrower's representative as identified in Sections 1 of the General Provisions, to execute the following certification:

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

Oreste J. Mosca	Treasurer
Borrower Representative Signature	Borrower's Representative Title
Mark Stebbins Community Center	7/19/24
Borrower Name	Date

LOAN AGREEMENT
EXHIBIT G
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 Loan Agreement the Borrower certifies that it will comply with the requirements of the Act.

Borrower 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.

Oreste J. Mosca	Treasurer
Borrower Representative Signature	Borrower's Representative Title
Mark Stebbins Community Center	7/19/24
Borrower Name	Date

LOAN AGREEMENT
EXHIBIT H
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.

Mark Stebbins Community Center (hereinafter called the "Borrower") 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 Borrower 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 Borrower 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 Borrower by GOFERR with federal ARPA funds, this assurance obligates the Borrower 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 Borrower 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 Borrower's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by GOFERR, the Borrower 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 Borrower 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 Borrower agrees to compile and maintain information pertaining to programs or activities developed as a result of the Borrower'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 Borrower agrees to submit requested data to GOFERR, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Borrower from the use of ARPA funds extended by GOFERR upon request. Facilities of the Borrower (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Borrower'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 Borrower by GOFERR including installment payments on account after such data of application for federal assistance which are approved before such date. The Borrower 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 Borrower, 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 Borrower.

Borrower Certification

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

Oreste J. Mosca | Treasurer

Borrower Representative Signature | Borrower's Representative Title

Mark Stebbins Community Center | 7/19/24

Print Borrower Name: | Date

LOAN AGREEMENT
EXHIBIT I
CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires awardees of individual federal financial assistance 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 award 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 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 awards of federal financial assistance
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 (UEI #)
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.

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

The Borrower identified in Section 1 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 Borrower's representative(s), as identified in Sections 1 of the General Provisions execute the following Certification:

The below named Borrower 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.

Oreste J. Mosca
Borrower Representative Signature

Treasurer
Borrower Representative Title

Mark Stebbins Community Center
Borrower Name

7/19/24
Date

LOAN AGREEMENT EXHIBIT I cont.
CERTIFICATION

As the Borrower identified in Section 1 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: **WK2WNJKQPCT5**

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:

_____ Amount: _____

_____ Amount: _____

_____ Amount: _____

_____ Amount: _____

_____ Amount: _____

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, William G. Steele, Jr., **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Mark Stebbins Community Center. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on July 8, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That William G. Steele, Jr., President, and Oreste J. Mosca, Treasurer are
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Mark Stebbins Community Center with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect 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 thirty (30)** days from the date of this Corporate Resolution. 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: 7/8/2024 **ATTEST:** William G. Steele, Jr.
(Name & Title)

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 MARK STEBBINS COMMUNITY CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 06, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **887587**

Certificate Number: **0006693818**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May A.D. 2024.

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/03/2024

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
Cross Insurance-Manchester
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Lindsey Goodrich
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability Ins Co	25895
INSURER B: Technology Insurance Company, Inc.	42376
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Mark Stebbins Community Center
497 Hooksett Rd., Unit 326
Manchester NH 03104

COVERAGES **CERTIFICATE NUMBER:** 24/25 GL & WC **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	NBP1571194	07/03/2024	07/03/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TARNH1061303	05/31/2024	05/31/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

Workers' Compensation 3A State(s): NH
GOFERR is included as an additional insured and a waiver of subrogation applies in favor of GOFERR with respect to the general liability as required by written, executed contract.

CERTIFICATE HOLDER

Governor's Office for Emergency Relief and Recovery (GOFERR)
1 Eagle Square
Concord NH 03301

CANCELLATION

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

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