





November 16, 2022

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

#### REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Planning and Development, to amend its award grants to the Regional Planning Commissions listed on the attached document by changing the completion date from December 31, 2022 to March 31, 2023. Time extension only, no additional funds. The original contract was approved by Governor and Council on September 15, 2021, Item #51. Subsequently amended on April 20, 2022, Item #5c 100% Federal Funds

#### **EXPLANATION**

The Regional Housing Needs Assessment Program provided grants to Regional Planning Commissions (RPC) to complete assessments of the regional needs for the housing of persons and families at all levels of income. Each RPC received a grant to complete a Fair Housing Equity Assessment to identify and describe factors that might be barring people from adequate housing in their region.

The extension is being requested to allow the necessary time needed for the third-party consultants to complete their work and for the RPCs to fully review and understand the consultant's report. The RPCs will be able to integrate the findings into their work in developing their regional housing needs assessments which was the original intent through the agreedupon methodology among project partners.

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

Respectfully Submitted,

**Taylor Caswell** Commissioner

♥ 100 North Main Street Suite 100 Concord, New Hampshire 03301

603.271.2341



Office of Planning & Development

100 North Main Street, Ste. 100

Concord, NH 03301

Department of Business and Economic Affairs

#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

		576 NH Bo 46		Company Affording Coverage:  NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y)		Limits - NH Statutory Limit	s May Apply, If Not	
General Liability (Occurrence Form Professional Liability (describe)  Claims Made	n) ccurrence	7/1/2022	7/1/202		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
Automobile Liability  Deductible Comp and Coll:  Any auto		7/1/2022	7/1/202	23	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000	
X Workers' Compensation & Emplo	oyers' Liability	7/1/2022	7/1/202	23	X Statutory		
					Each Accident	\$2,000,000	
					Disease Each Employee	\$2,000,000	
					Disease - Policy Limit		
Property (Special Risk includes Fire	e and Theft)	7/1/2022	7/1/202	23	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member of	overage only.						

Mary Beth Percell

11/7/2022 mpurcell@nhprimex.org

Please direct inquires to: Primex<sup>3</sup> Claims/Coverage Services

603-225-2841 phone

603-228-3833 fax

By:

Date:

#### **New Hampshire Department of** B B BUSINESS AND ECONOMIC AFE **ECONOMIC AFFAIRS**



#### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Rockingham Planning Commission (RPC) (VC# 154887), Concord, NH hereby mutually agree to amend the contract (#1082300) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Rockingham Planning Commission		Dept. of Business and Econo	omic Affairs
Timothy M. Roache	11/03/2022	Jee	12/1/2022
Tim Roache Executive Director	Date	Taylor Caswell Commissioner	Date
Approved by the Attorney General	(Form, Substance	and Execution)	
Date: December 9, 2022		By: 181 Stacie M. Meeser	
Approved by the Governor and Co	ouncil: Date	e: Item #	

#### CERTIFICATE OF AUTHORITY/VOTE

I,	Glenn Coppelman	n, Secretary of th	e Rockingham Planning Commission, (Hereinafter the
	(Name)	(Title of Officer)	(Regional Planning Agency Name)

"Planning Agency") a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:

- (1) I am the duly elected and acting Secretary of the Planning Agency; (Title of Officer)
- (2) I maintain and have custody, and am familiar with the minute books of the Planning Agency;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Planning Agency has authorized on May 25, 2022, such authority to be in (Date of Meeting/Vote)

force and effect until revoked.

The person(s) holding the below listed position(s) are authorized to deliver on behalf of the Planning Agency any contract or other instrument for the sale of products and services:

Timothy Roache	Executive Director
(Name)	(Position)

- (5) Said authorization has not been modified, amended or rescinded and continues to be in full force and effect as of the date hereof.
- (6) I hereby understand that the State of New Hampshire will rely on this certificate as evidence that person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Planning Agency. To the extent that there are any limits on the authority of any listed individual to bind the Planning Agency on contracts with the State of New Hampshire, all such limitations are expressly stated herein.

I HAVE HEREUNTO set my hand as Secretary of the Planning Agency this

2874 day of OCTOBER, 2022.

JAM. Stenatures



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Me	mber Number.		Comp	any Affording Coverage:		
Rockingham Regional Planning Commission 5 156 Water Street Exeter, NH 03833	63		NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not	
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)		
Automobile Liability  Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate		
Workers' Compensation & Employers' Liability	1/1/2022	1/1/20	23	X Statutory		
	11 11 2022			Each Accident	\$2,000,000	
				Disease - Each Employee	\$2,000,000	
				Disease Policy Limit		
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)		
escription: Proof of Primex Member coverage only.  ERTIFICATE HOLDER: Additional Covered Party	Loss	Payee	Prime	ex³ – NH Public Risk Manage	ement Exchange	
			By:	Mary Beth Purcell		
Office of Planning & Doyalanment			Date:	10/28/2022 mpurcell@r	hnrimex ora	
Office of Planning & Development Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301			Date.	Primex <sup>3</sup> Claims/Coverage 603-225-2841 ph	res to: ge Services one	



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10-31-2022

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 have ADDITIONAL INSURED provisions or be endorsed.

If :	SUBROGATION IS WAIVED, subject is certificate does not confer rights t	to the	cert	rms and conditions of the ificate holder in lieu of s	uch en	dorsement(s	olicies may : ).	require an endor	sement	. A st	atement on
PROD	DUCER				CONTAI NAME:	CT					
Libe	arty Mutual Insurance				PHONE (A/C, No	Ext): 800-96	62-7132	F	AX A/C, No):	800-8	45-3666
PO	Box 188065				E-MAIL ADDRE	Ducinace	sService@Lib	ertyMutual.com			
								RDING COVERAGE			NAIC#
Fair				OH 45018	INSURE			surance Company	-		24074
INSUF					INSURE	RB: The Oh	io Casualty In	surance Company	У		24074
	kingham Planning Commission				INSURE	RC:					/ / / / / / / / / / / / / / / / / / /
156	Water St				INSURE						
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DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	ile, may be	attached if mor	e space is require	ed)			
CER	RTIFICATE HOLDER				CANC	ELLATION					
Dep 100	ce of Planning & Development ot. Of Business & Economic Affairs North Main St, Ste. 100			NH 03301	THE	EXPIRATION	N DATE THE	ESCRIBED POLICIE EREOF, NOTICE Y PROVISIONS.			
					(2	10-C	Curtis Luken			0	
						© 19	88-2015 AC	ORD CORPORA	TION.	All rigi	its reserve

New Hampshire Department of BEA **BUSINESS AND ECONOMIC AFFAIRS** 



#### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Southern New Hampshire Planning Commission (SNHPC) (VC# 154521), Concord, NH hereby mutually agree to amend the contract (#1082301) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

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Southern New Hampshire Flamning	Commission	nehi	i. Of business and Econon	IIIC Analis
Alva ru Ol	2/11/4/22	2 <	Jee	12/1/2022
Sylvia von Aulock	Date	Taylo	or Caswell	Date
Executive Director			missioner	
Approved by the Attorney General Date: December 9, 2022	is offit, odustance at		181 Stacie M. Maeser	
Approved by the Governor and Cou	uncil: Date:		Item #	

- 9 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- € 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### CERTIFICATE OF VOTE

I, Peter H. Griffin, Chairman of the Southern New Hampshire Planning Commission (SNHPC), do hereby certify that the SNHPC Executive Committee meeting held on March 22, 2022, at which a quorum of members were present voted to authorize the Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the Regional Housing Needs Assessment contract, to make amendments, extensions, or other changes with the New Hampshire Department of Business and Economic Affairs.

This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupy the positions indicated and they have full authority to bind the Southern New Hampshire Planning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the **Southern New Hampshire Planning Commission** on this 7<sup>th</sup> day of November, 2022.

Peter J. Griffin SNHPC Chairman

STATE OF NEW HAMPSHIRE County of **Rockingham** 

On this <u>f</u> day of <u>November</u>, 2022, before me <u>fetter</u> <u>s</u> <u>Griffin</u>, the undersigned officer, personally appeared, **Peter J. Griffin**, who acknowledged him/herself to be the Chairman of the Southern New Hampshire Planning Commission, and that he, as such Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Notary Public (Official Seal) 03 19-25 My Commission Expires



#### CERTIFICATE OF COVERAGE

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Participating Member:  Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102	mber Number: 5		NH F Bow 46 D	any Affording Coverage.  Public Risk Management E. Brook Place onovan Street cord, NH 03301-2624	xchange - Primex <sup>3</sup>
Typicof, Coverage	Effective Date.	Expiration (mm/dd/y)		Limits NH Statutory Limit	May Apply, If Not
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence	1/1/2022	1/1/202		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
X Automobile Liability Deductible Comp and Coll:  Any auto	1/1/2022	1/1/202	23	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	23	X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
X Property (Special Risk includes Fire and Theft)	1/1/2022	1/1/202	23	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee P	rimex.	- NH Public Risk Management Exchange
		В	y:	Mary Beth Purcell
Office of Planning & Develop	oment	D	ate:	3/28/2022 mpurcell@nhprimex.org
Department of Business and 100 North Main Street, Ste. Concord, NH 03301	Economic Affairs			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

# B F A BUSINESS AND ECONOMIC AFFAIRS



### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Strafford Regional Planning Commission (SRPC) (VC# 155570), Concord, NH hereby mutually agree to amend the contract (#1082302) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

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Strafford Regional Planning Commission	Dept. of Business and Economic Affairs	
11/4/2022	12/1/2022	
Janhifer Czysz Date Executive Director	Taylor Caswell Commissioner	9
Approved by the Attorney General (Form, Subst		
Date: December 9, 2022	By: Isl Stacie M. Moeser	

- ♦ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- **6**03.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### **CERTIFICATE OF VOTE**

I, Thomas Crosby, Jr., hereby certify that I am duly elected Secretary/Treasurer of Strafford Regional Planning Commission. I hereby certify the following is a true copy of a vote taken at a meeting of the Strafford Regional Planning Commission's Executive Committee, duly called and held on July 15, 2022, at which a quorum of members was present and voting.

VOTED: That the Executive Director, or in his/her absence, the Acting Executive Director, be authorized to file applications with federal, state and local governmental units, and other agencies and organizations to implement Strafford Regional Planning Commission's work program, and to execute agreements to receive funds for such purposes.

The following person has been appointed to and now occupies the office specified in the vote above: Executive Director Jennifer Czysz

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 Certificate of Vote. 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:

November 4, 2022

ATTEST:

Thomas Crosby, Jr., Secretary/Treasurer



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Participating Member: Mei	mber Number:		Comp	pany Affording Coverage:	
Strafford Regional Planning Commission 563 150 Wakefield Street, Suite 12 Rochester, NH 03867	2		Bow 46 D	Public Risk Management Ex Brook Place Donovan Street cord, NH 03301-2624	change - Primex <sup>3</sup>
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not:
General Liability (Occurrence Form)  Professional Liability (describe)  Claims Made  Occurrence	7/1/2022	7/1/202		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000
X Automobile Liability Deductible Comp and Coll: \$1,000  Any auto	7/1/2022	7/1/202	Combined Single Limit (Each Accident) Aggregate		\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	23	X Statutory	
•				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease — Policy Limit	
X Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/2023		Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.	·				
CERTIFICATE HOLDER: Additional Covered Party	Loss	Payee	Prim	nex <sup>3</sup> – NH Public Risk Manage	ement Exchange
			Ву:	Mary Beth Proceeds	
Office of Planning & Development			Date		
NH Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301				Please direct inquir Primex <sup>3</sup> Claims/Coverag 603-225-2841 ph 603-228-3833 fr	ge Services one



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Med	Member Number:			Company Affording Coverage:			
Strafford Regional Planning Commission 563 150 Wakefield Street, Suite 12 Rochester, NH 03867	2		Bow Br 46 Dor	blic Risk Management Ex rook Place novan Street rd, NH 03301-2624	change - Primex <sup>3</sup>		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration C		Limits - NH Statutory Limits	May Apply, If Not:		
X General Liability (Occurrence Form)	7/1/2022	7/1/2023		Each Occurrence	\$ 5,000,000		
Professional Liability (describe)	77112022	17172020		General Aggregate	\$ 5,000,000		
Claims Occurrence				Fire Damage (Any one fire)			
				Med Exp (Any one person)			
X Automobile Liability Deductible Comp and Coll: \$1,000  Any auto	7/1/2022	7/1/202		Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000		
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	,	X Statutory			
	1/1/2022	1/1/202	- 1	Each Accident	\$2,000,000		
				Disease — Each Employee	\$2,000,000		
				Disease - Policy Limit			
X Property (Special Risk Includes Fire and Theft)	7/1/2022	7/1/202	- 1	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000		
Description: Proof of Primex Member coverage only.  CERTIFICATE HOLDER: Additional Covered Party	Loss	Payee		c³ – NH Public Risk Manage Wasu Beth Puscett	ement Exchange		
			Ву:				
Office of Planning & Development			Date:	11/4/2022 mpurceli@n	**************************************		
NH Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301				Please direct inquirers Primex <sup>3</sup> Claims/Coverage 603-225-2841 ph 603-228-3833 f	ge Services one		

## BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Southwest Region Planning Commission (SWRPC) (VC# 155492), Concord, NH hereby mutually agree to amend the contract (#1082303) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Southwest Region Planning Commission		Dept. of Business and Econom	IC Attairs
his murphy	(1-15-2)	Jee	12/1/2022
Tim Murphy Executive Director	Date	Taylor Caswell Commissioner	Date
Approved by the Attorney Gene	eral (Form, Substance		
Date: December 9, 2022		By: Is/ Stacie M. Maeser	
Approved by the Governor and	Council: Date	e: Item#	

- ◆ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- € 603.271.2341

### **CERTIFICATE OF AUTHORITY/VOTE**

I, Thomas Mullins , Cl	hairman of _	Southwest Region Planning Commission
(name)		(Regional Planning Agency Name)
(Hereinafter the "Planning Agency"), a r laws of the State of New Hampshire (RS		nning commission established pursuant to the 3), hereby certify that:
(3) I am duly authorized to issue cert	Title of O) am familiar tificates with	of the Planning Agency; officer) r with the minute books of the Planning Agency; h respect to the contents of such books; November 15, 2022, such authority to be in (Date of Meeting/Vote)
force and effect until revoked.		
The person(s) holding the below listed pagency any contract or other instrument		re authorized to deliver on behalf of the Planning of products and services:
Tim Murphy	_	Executive Director
(name)	-	(position)
(name)	ч.	(position)
(5) Said authorization has not been n and effect as of the date hereof.	nodified, am	nended or rescinded and continues in full force
that person(s) listed above currer authority to bind the Planning A	ntly occupy in gency. To the Planning	ampshire will rely on this certificate as evidence the position(s) indicated and that they have full the extent that there are any limits on the authority Agency on contracts with the State of New y stated herein.
I HAVE HEREUNTO set my hand as <u>Cl</u> November, 2022	hairman	of the Planning Agency this 15th day of
, 2022		- Mille
		Thomas Mullins, Chairman



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

	mber Number:			pany Affording Coverage:	
Southwest Region Planning Commission 566 37 Ashuelot Street Keene, NH 03431	6		Bow 46 D	Public Risk Management Brook Place Jonovan Street cord, NH 03301-2624	Exchange - Primex <sup>3</sup>
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Lin	nits May Apply, if Not
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made  Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one perso	n)
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/2023		X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
Property (Special Risk Includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise state	4)
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered Party	Loss F	Pavee	Prim	nex³ – NH Public Risk Man	agement Exchange
				Mary Beth Purcell	
			By:		
Dept. Business & Econ. Affairs/Planning & Dev. 100 N. Main St., Ste 100			Date	: 11/8/2022 mpurceli@ Please direct ind	
Concord, NH 03301				Primex <sup>3</sup> Claims/Cove 603-225-2841 603-228-383	rage Services phone



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2022

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.

this certificate does not confer rights to				ort Clark Morte	nson		***	
Clark Mortenson Insurance			PHONE (603)	352-2121	FAX (A/C, No)	(603) 3	57-8491	
PO Box 606			(A/C, No, Ext):			1000)	31-0401	
			ADDRESS: CISUPPORTECIAIX-INCREMSOFT.COM					
Keene		NH 03431	Ohio C	ecurity Insurance	RDING COVERAGE		2408	
SURED		1411 00401	Ohio Co	asualty Insurance			2407	
Southwest Region Planning Com	mission Ir	×	HOUNEN B.	socity insulain	se company		2401	
37 Ashuelot St	iriigalori ii		INSURER C:					
or Paridolot ot			INSURER D :					
Keene		NH 03431	INSURER E :					
	TEIOATE	NUMBER: 22-23 Maste	INSURER F :		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTAL EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	NSURANCI REMENT, T IN, THE IN	E LISTED BELOW HAVE BEE ERM OR CONDITION OF AN SURANCE AFFORDED BY TO	N ISSUED TO THE INSU Y CONTRACT OR OTHE HE POLICIES DESCRIBE	R DOCUMENT	BOVE FOR THE POLICY PE WITH RESPECT TO WHICH	THIS		
SRI	ADDL SUBR	4	POLICY EFF	I POLICY EXP	LIM	TS		
COMMERCIAL GENERAL LIABILITY	INSD WVD	FOLIC I NUMBER	(MM/DD/YYYY)	(MINIDDITTTY)	EACH OCCURRENCE	s 1,00	0,000	
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED	\$ 300,		
COMP-MADE   STOCK					PREMISES (Ea occurrence)  MED EXP (Any one person)	s 15,0		
	Y	BKS58635807	07/01/2022	07/01/2023	PERSONAL & ADV INJURY	s 1,00		
GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE		0,000	
POUCY PRO- LOC					PRODUCTS - COMP/OP AGG	10	0,000	
OTHER:					PRODUCTS - COMP/OP AGG	\$		
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT	\$ 1,00	0,000	
ANYAUTO					(Es accident)  BODILY INJURY (Per person)	\$		
OWNED SCHEDULED		BAQ58635807	08/13/2022	08/13/2023	BODILY INJURY (Per accident)	5		
HIRED . NON-OWNED					PROPERTY DAMAGE	s		
AUTOS ONLY AUTOS ONLY					(Per accident)	8		
UMBRELLA LIAB COCCUE					EACH OCCUPATIVE	s		
EXCESS LIAB CLAIMS-MADE					AGGREGATE	5		
DED RETENTION \$					ROGREGATE			
WORKERS COMPENSATION					PER STATUTE ER	-		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	s	***************************************	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	2	***************************************	
If yes, describe under					E.L. DISEASE - POLICY LIMIT	5		
DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	3	***************************************	
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES	S (ACORD 1	I 01, Additional Remarks Schedul	a, may be attached if more	pace is required)		1		
Office of Planning & Development is included as	an Additio	nal Insured under General L	iabilty per the terms an	d conditions of	form CG8810,			
ERTIFICATE HOLDER			CANCELLATION					
Dent of Business Economic Affair	rs Office of	Planning & Development		DATE THEREO	SCRIBED POLICIES BE CA F, NOTICE WILL BE DELIVE Y PROVISIONS.		BEFORE	
100 North Main Street Ste 100			AUTHORIZED REPRESE	NTATIVE				

# BEA BUSINESS AND ECONOMIC AFFAIRS



### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Upper Valley Lake Sunapee Regional Planning Commission (UVLSRPC) (VC# 154385), Concord, NH hereby mutually agree to amend the contract (#1082304) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Upper Valley Lake Sunapee Regional Planning Commission	Dept. of Business and Ed	conomic Affairs
Megho letto 11/3/2022	See	12/1/2022
MegKan Butts Date Executive Director	Taylor Caswell Commissioner	Date
Approved by the Attorney General (Form, Substan	nce and Execution)	
Date: December 9, 2022	By: Isl Stacie M. Ma	eset
Approved by the Governor and Council:	)ate: Item #	No. of the Control of

- 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/03/2022

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 have ADDITIONAL INSURED provisions or be endorsed.

th	SUBROGATION IS WAIVED, subject to is certificate does not confer rights to						,,			
ROE	DUCER				CONTACT NAME:	Jessica H	ildreth			
vleid	cher & Prescott insurance				DHONE	(603) 52	24-4535	FAX (A/C, No):		
26	Main Street				(A/C, No, Ext) E-MAIL ADDRESS:		melcher-presc	ott.com		
				,	Habitado.	INS	SURER(S) AFFOR	DING COVERAGE		NAIC#
acc	onia			NH 03246	INSURER A:	01.1.0-	sualty Insurance			24074
SU	RED				INSURER B :		444			
	Lakes Region Planning Commis	sion			INSURER C :					
	103 Main St Ste 3				INSURER D :					
					INSURER E :					
	Meredith			NH 03253	INSURER F :					
01	/ERAGES CER	TIFIC/	ATE N	UMBER: CL22610092				REVISION NUMBER:		
IN	IIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUIL ERTIFICATE MAY BE ISSUED OR MAY PERTA (CLUSIONS AND CONDITIONS OF SUCH PO	REMEN	IT, TE	RM OR CONDITION OF ANY URANCE AFFORDED BY TH	CONTRACT	OR OTHER	DOCUMENT OF THE PROPERTY OF TH	MTH RESPECT TO WHICH T	HIS	
R	TYPE OF INSURANCE	ADDL	SUBR			LICY EFF /DD/YYYY)		LIMIT	'S	
-	COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	(MM	IUU/YYYY)	(MMEDDIYYYY)		s 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	
								MED EXP (Any one person)	\$ 15,00	
				BZO58692113	07	14/2022	07/14/2023	PERSONAL & ADV INJURY	s 1,000	
-	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
-	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:								\$	
	AUTOMOBILE LIABILITY					•		COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO				07/14/2022	07/14/2023	BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED			BAO58692113			BODILY INJURY (Per accident)	3		
	AUTOS ONLY AUTOS NON-OWNED						PROPERTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
-	X UMBRELLA LIAB X OCCUR		_					EACH OCCURRENCE	\$ 1,000	,000
	EXCESS LIAB CLAIMS-MADE			USO58692113	07.	/14/2022	07/14/2023	AGGREGATE	\$ 1,000	
	DED X RETENTION \$ 10,000							AGGREGATE	\$	
-	WORKERS COMPENSATION		_					➤ PER STATUTE OTH-	9	
	AND EMPLOYERS' LIABILITY Y/N							E.L. EACH ACCIDENT	s 500,0	000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		XWO58692113	07/	07/14/2022	07/14/2023	E.L. DISEASE - EA EMPLOYEE	\$ 500,0	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMI		\$ 500,0	100
-	DESCRIPTION OF OPERATIONS DEIOW		_					E.L. DIGEAGE - POLIC I LINII	•	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE kers Comp. 3A State(s): NH	S (ACC	DRD 10	1, Additional Remarks Schedule	, may be attache	ed if more sp	pace is required)			
EF	RTIFICATE HOLDER				CANCELL	ATION				
	NH Dept of Business & Econom Office of Planning & Developme		rs		THE EXP	IRATION D	ATE THEREOF	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER 7 PROVISIONS.		BEFORE
Office of Planning & Developme  100 North Main St, Suite 100  Concord  NH 03301					AUTHORIZED REPRESENTATIVE					

#### **New Hampshire Department of** B E A BUSINESS AND ECONOMIC AFF **ECONOMIC AFFAIRS**



#### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Nashua Regional Planning Commission (NRPC) (VC# 154661), Concord, NH hereby mutually agree to amend the contract (#1082298) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Nashua Regional Planning Commission	Dept. of Business and Economic Affairs						
Jay Minkarah Date	Taylor Caswell Date						
Executive Director	Commissioner						
Approved by the Attorney General (Form, Subst							
Date: December 9, 2022	By: Isl Stacie M. Moeser						
Approved by the Governor and Council:	Date: Item #						

- ◆ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

Certificate of Authority by Vote

I, James Battis, hereby certify that I am duly elected Treasurer of the Nashua Regional

Planning Commission I hereby certify the following is a true copy of a vote taken at a meeting of the

Board of Directors, duly called and held on June 15, 2022, at which a quorum of the Directors were

present and voting.

**VOTED:** That Jay Minkarah is duly authorized to enter into contracts or agreements on

behalf of the Nashua Regional Planning Commission with the State of New Hampshire

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

which may in his/her judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force

and effect as of the date of the contract to which this certificate is attached. This authority

remains valid for 12 months 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: G November 2822

ATTEST:

Name & Title)

# Department of Business and Economic Affairs Office of Planning & Development FY 2022 - FY 2023 Grant Agreements

		ORIGINAL	ORIGINAL CONTRACT	AMENDED CONTRACT	REQUESTED
GRANTEE	VENDOR ID	START DATE	PERIOD END DATE	PERIOD END DATE	GRANT AMOUNT
Central NH Regional Planning Commission	154613	G&C Approved 9/15/2021	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Lakes Region Planning Commission	154653	G&C Approved 9/15/2022	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Nashua Regional Planning Commission	154661	G&C Approved 9/15/2023	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
North Country Council	177235	G&C Approved 9/15/2024	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Rockingham Planning Commission	154887	G&C Approved 9/15/2025	12/31/22	Upon G&C Approval - 3/31/202!3	No New Funds
Southern NH Planning Commission	154521	G&C Approved 9/15/2026	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Strafford Regional Planning Commission	155570	G&C Approved 9/15/2027	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Southwest Regional Planning Commission	155492	G&C Approved 9/15/2028	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds
Upper Valley Lake Sunapee Regional Planning Commission	154385	G&C Approved 9/15/2029	12/31/22	Upon G&C Approval - 3/31/2023	No New Funds

## BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Central New Hampshire Regional Planning Commission (CNHRPC) (VC# 154613), Concord, NH hereby mutually agree to amend the contract (#1082296) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Central New Hampshire Regi Commission	onal Planning	Dept. of Business and Ed	conomic Affairs
MIZM	11/9/22	Jee	12/1/2022
Michael Tardiff	Date	Taylor Caswell	Date
Executive Director		Commissioner	
Approved by the Attorney Ge	norum (1 omn, oubotan	By: Isl Stacie M. Mac	
Date: December 9, 2022		By. 181 Diace M. Mais	ser
Approved by the Governor ar	nd Council:	Date: Item #	

- ◆ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### CERTIFICATE OF VOTE

I, Keith Johnson, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a CNHRPC Executive Committee meeting held on October 20, 2022, the CNIRPC Executive Committee voted to enter into a no cost extension of the contract with the New Hampshire Department of Business and Economic Affairs to undertake a Regional Housing Needs Assessment and Fair Housing and Equity Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

> Michael Tardiff, Executive Director (Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I	have hereunto set	my hand as the Secretar	y of the Commission, this
7 day of NOV	2022.	4	
		The	
		Keith Johnson,	Sedretary

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the day of November, 2022, before me, Matthew J. Monaham [Notary Public] Justice of the Pence], the undersigned officer, personally appeared Keith Johnson who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

COMMISSION EXPIRATION DATE: March 7, 2023

DBEAUDOIN

DATE (MM/DD/YYYY)

#### CERTIFICATE OF LIABILITY INSURANCE

11/9/2022

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 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).

CONTACT NAME:					
	303) 225-7935				
E-MAIL ADDRESS;	***************************************				
INSURER(S) AFFORDING CO	OVERAGE	NAIC#			
INSURER A: The Hanover Insurance	22292				
INSURER B :					
INSURER C:					
INSURER D:					
INSURER E :					
INSURER F :					
	INSURER(S) AFFORDING CO INSURER A: The Hanover Insurance INSURER B: INSURER C: INSURER D: INSURER E:	PHONE (A/C, No, Ext): (603) 225-6611  E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE  INSURER A: The Hanover Insurance Companies  INSURER B: INSURER C: INSURER C: INSURER C: INSURER E:			

CERTIFICATE 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 REEN REDUCED BY PAID CLAIMS.

NSR		TYP	E OF INSU	RANCE	ADDL SU	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
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		agus' iron . — mar.							MED EXP (Any one person)	\$	10,000
									PERSONAL & ADV INJURY	\$	1,000,000
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	X	POLICY	PRO- JECT	LOC			na consideration of the constant of the consta		PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:				10000000				\$	
A	AUT	OMOBILE L	ABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	govraino	75		AHV6030451	10/7/2022	10/7/2023	BOOILY INJURY (Per person)	S	
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		HIRED AUTOS ONI	Y	NON-OWNED AUTOS ONLY		account of the second			PROPERTY DAMAGE (Per accident)	5	
			-							\$	
A	X	UMBRELLA	LIAB	OCCUR		· ·			EACH OCCURRENCE	\$	2,000,000
		EXCESS LL	AB	CLAIMS-MA	DE	UHVA050717 10	10/2/2022	10/2/2023	AGGREGATE	3	2,000,000
		DED X	RETENT	ON \$	0					\$	
A	WOR	RKERS COMP	ENSATION	v					X PER STATUTE ER		
	ANY	PROPRIETO	RIPARTNER	R/EXECUTIVE	N N/A	WHVA966702	E L EACH ACCIDENT	E.L. EACH ACCIDENT	\$	1,000,000	
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								ALABAMOTO CONTRACTOR AND		electric description of the control	
						1		Management		**COCOCOCIONISTA	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\*\*\*Workers Compensation Information\*\*\*

3A State: NH

ACORD

CERT	IFICAT	FH	OLI	DER

CANCELLATION

Department of Business & Economic Affairs Attn: Office of Planning & Development 100 North Main Street, Suite 100 Concord, NH 03301

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

Donne P. Beaudous

## BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and Lakes Region Planning Commission (LRPC) (VC# 154653), Concord, NH hereby mutually agree to amend the contract (#1082297) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

Lakes Region Planning Commission	Dept. of Business and Economic Affairs
Af 11/9/20	12/1/2022
Jeffrey Hayes Executive Director	Taylor Caswell Date Commissioner
Approved by the Attorney General (Form, Substance	e and Execution)
Date: December 9, 2022	By: Isl Stacie M. Maeser
Approved by the Governor and Council: Date	e: Item #

- ♥ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- **6**03.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### CERTIFICATE OF AUTHORITY

#### I, Patricia Farley, do hereby certify that:

- 1. I am the duly elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53).
- 2. I sign and maintain, or cause to be maintained, and am familiar with the minutes of Commission.
- 3. I am duly authorized to issue certificates with respect to the contents of such minutes.
- 4. At its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts, and this authorization remains in full force and effect until it is revoked.
- 5. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- 6. The following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

November 9,2022

Patricia Farley, Secretary



Office of Planning & Development

100 North Main Street, Ste. 100

Concord, NH 03301

NH Department of Business and Economic Affairs

#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Part	icipating Member:	fember Number:		Comp	pany Affording Coverage:			
9 E Sui	shua Regional Planning Commission xecutive Park Drive te 201 rrimack, NH 03054	519		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)		Limits - NH Statutory Limits May Apply, If Not:			
X	General Liability (Occurrence Form) Professional Liability (describe)  Claims Made  Occurrence	7/1/2022	7/1/202	3	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000		
X Automobile Liability Deductible Comp and Coll: \$1,000 Any auto		7/1/2022	7/1/2023		Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000,000		
X	Workers' Compensation & Employers' Liability	7/1/2022	7/1/202	3	X Statutory			
					Each Accident	\$2,000,000		
					Disease - Each Employee	\$2,000,000		
					Disease - Policy Limit			
X	Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/202	3	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000		
Des	scription: Proof of Primex Member coverage only.							
CEF	RTIFICATE HOLDER: Additional Covered Par	ty Loss F	Payee	Prim	nex <sup>3</sup> – NH Public Risk Manage	ement Exchange		
				Bv:	Mary Beth Percell			

By: Date:

10/28/2022

mpurcell@nhprimex.org

Please direct inquires to: Primex<sup>3</sup> Claims/Coverage Services

603-225-2841 phone

603-228-3833 fax

B F A New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS



### AMENDMENT OF CONTRACT WITH RESPECT TO A CHANGE IN THE PERIOD OF PERFORMANCE OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs (BEA), Office of Planning and Development and North Country Council (NCC) (VC# 177235), Concord, NH hereby mutually agree to amend the contract (#1082299) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract was amended by the Governor and Council on April 20, 2022 (Item #5C) to change the split of funds by fiscal year. This contract is 100% federal funding.

This amendment adjusts the period of performance of this contract by extending it from December 31, 2022 to March 31, 2023.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund. There are no changes to the funding amount and no additional funding is requested for this amendment.

North Country Council		Dept. of Business and Economic Affairs					
11 - 11	7/2022	See	12/1/2022				
Michelle Moren-Grey Executive Director	Date	Taylor Caswell Commissioner	Date				
Approved by the Attorney Genera	l (Form, Substance						
Date: December 9, 2022		By: Isl Stacie M. Mac	net .				

- ₱ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com



#### **Certificate of Authorization**

- I, Paul Robitaille, Chairman for the North Country Council (hereinafter the "Council"), do hereby certify that:
  - (1) I am the duly elected and acting Chairman of the Council, a regional planning agency established pursuant to the laws of the State of New Hampshire, RSA 36:45-53;
  - (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Council;
  - (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
  - (4) At the Board of Directors meeting held on <u>November 7, 2022</u>, the Council voted to accept funds and enter into contract with the New Hampshire Department of Business and Economic Affairs. The Council further authorizes the Executive Director to authorize any documents which may be necessary to effectuate contracts and or reimbursement requests.
  - (5) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
  - (6) The following person has been appointed to and now occupies the office indicated in item (4) above:

    <u>Michelle Moren-Grey, Executive Director</u>

Name and Title Officer Authorized to Sign

IN WITNESS THEREOF, I have hereunto set my hand as the Chairman of the Council, on this

712 day of Novabon, 2020

APR05'22 PM12:32 RCVD

B F A New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS



March 30, 2022

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

#### REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Planning and Development, to amend its award grants to the Regional Planning Commissions listed on the attached document in changing the split of funds by Fiscal Year, moving additional funds from FY23 into FY22, with no net change in total funding and no change to the completion date, to support the Regional Housing Needs Assessment Program. The contract amendment is effective upon Governor and Council approval through December 31, 2022. The original contract was approved by Governor and Council on September 15, 2021, Item #51. 100% Federal Funds

Funds are available as follows, with the authority to adjust encumbrances between fiscal years, through the Budget Office, if needed and justified:

03-22-22-221510-24890000 ARP Regional Housing Needs Assessment 072-500574 Grants Federal 7 2022 FY2023

\$582,500 \$317,500

#### **EXPLANATION**

The Regional Housing Needs Assessment Program will provide grants to Regional Planning Commissions (RPC) to complete assessments of the regional needs for the housing of persons and families at all levels of income. Each RPC receiving a grant shall also complete a Fair Housing Equity Assessment to identify and describe factors that might be barring people from adequate housing in their region.

As of mid-March, more than half of the RPCs have already utilized 50 to 80 percent of FY22 funds due to a larger percentage of the project being completed in FY22 with only six months of the project remaining in FY23. The amendment, transferring additional funds from FY23 to FY22 will allow the RPCs to continue working on the project without a gap in funding.

In the event that Federal funds become unavailable, no General Funds will be requested to support this program.

Respectfully submitted,

Taylor Caswell Commissioner

# Department of Business and Economic Affairs Office of Planning & Development FY 2022 - Grant Agreements

		CONTRACT	 ORIGINAL	REC	QUEST	REQUESTE	D CHANGE
GRANTEE	VENDOR ID	PERIOD	FY22		FY23	FY22	FY23
Central NH Regional Planning Commission	154613	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$62,500.00	\$37,500.00
Lakes Region Planning Commission	154653	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$55,000.00	\$45,000.00
Nashua Regional Planning Commission	154661	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$70,000.00	\$30,000.00
North Country Council	177235	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$65,000.00	\$35,000.00
Rockingham Planning Commission	154887	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$60,000.00	\$40,000.00
Southern NH Planning Commission	154521	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$65,000.00	\$35,000.00
Strafford Regional Planning Commission	155570	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$75,000.00	\$25,000.00
Southwest Regional Planning Commission	155492	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$70,000.00	. \$30,000.00
Upper Valley Lake Sunapee Regional Planning Commission	154385	Upon G&C Approval - 12/31/22	\$ 50,000.00	\$	50,000.00	\$60,000.00	\$40,000.00
			\$ 450,000.00	\$	450,000.00	\$582,500.00	\$317,500.00
		TOTAL	\$		900,000.00		\$900,000.00

## BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Central New Hampshire Regional Planning Commission (VC# 154613), Concord, NH hereby mutually agree to amend the contract (#1082296) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$62,500 in FY22 and \$37,500 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

Business and Economic Analis (DEA)					
Jee	3/31/2022				
Taylor Caswell Commissioner, BEA	Date				
nce and Execution)					
By: 181 Stacis M. Masses					
Date: Item#					
	Commissioner, BEA  nce and Execution)  By: Isl Stacie M. Masses				

- ₱ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### CERTIFICATE OF VOTE

I, Keith Johnson, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a CNHRPC Executive Committee meeting held on March 29, 2022 the CNHRPC Executive Committee voted to enter into a revised contract with the New Hampshire Department of Business and Economic Affairs to undertake a Regional Housing Needs Assessment and Fair Housing and Equity Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

<u>Michael Tardiff, Executive Director</u> (Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto day of	set my hand as the Secretary of the Commission, this  Keith Johnson, Secretary
Matthew J. Manahan (Notary Public/Justi appeared Keith Johnson who acknowledged	March, 2022, before me, ce of the Peace, the undersigned officer, personally I himself to be the Secretary of the Commission, going instrument for the purpose therein contained.
In witness whereof, I have set my hand and commission expiration date:	Notary Public/Justice of the Peace

DBEAUDOIN

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/28/2022

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

115 Al	cer & Towle Morrill & Everett, Inc. rport Road rd, NH 03301			CONTACT NAME: PHONE (A/C, No, Ext): ( E-MAIL ADORESS:	(603) 2	225-6611	[AS No]:	(603)	225-7935
CONCO	#4, IAN 03301			ADDRESS:	84.189	MIDERIEL APPOI	PALO PÁLERA OF	Secretary states	NAIC#
				Mr. 6. Manual Barre		ance Companies	P. Nov. Apply and Apply algorithms	22292	
WSURED			COMPANYOR OF THE STATE S	A.A	th. W.	22404			
MOUNE	,	-		INSURER B :		10 M 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Consideration of the same of t		
Central NH Regional Planning Commission 28 Commercial Street, Suite 3				INSURER C:					
Concord, NH 03301				INSURER D :	ALMON TO THE REAL PROPERTY OF THE PERSON OF	**************************************	wanning wanter a same and a same and a same and a same and a same a	***************************************	
	, , , , , , , , , , , , , , , , , , , ,	INSURER E:							
INSURER F:						CORNER WARRIES PROPERTY OF THE PERSON NAMED OF			
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ô	NY PROPRIETOR/PARTNER/EXECUTIVE N FFICER/MEMBER EXCLUDED?	N/A				198	E L DISEASE - EA EMPLOYEE		1,000,000
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D	ESCRIPTION OF OPERATIONS below						E.L. DISEASE - PORTET LIMIT	*	
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Danc P. Beautris

## BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Lakes Region Planning Commission (VC# 154653), Concord, NH hereby mutually agree to amend the contract (#1082297) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$55,000 in FY22 and \$45,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

Business and Economic Affairs (BEA)						
See.	3/31/2022					
Taylor Caswell Commissioner, BEA	Date					
and Execution)						
By: 181 Stacie M. Masson						
: Item#	MANAGAMA ANTINIA MANAGAMBA					
	Taylor Caswell Commissioner, BEA  and Execution)  By: Isl Stacis M. Masson					

#### CERTIFICATE OF AUTHORITY

- I, Patricia Farley, do hereby certify that:
- (1) I am the duly-elected Secretary of the Lakes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Commission:
- (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- (4) at its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts and that this authorization remains in full force until it is revoked;
- (5) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (6) the following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

Jegrey II. Player, Excellente 15th bottom
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Lakes Region Planning Commission, this
Patricia Farley, Secretary
STATE OF NEW HAMPSHIRE  County of Belknap
On this the
In witness whereof, I have set my hand and official seal.
De to 12 December

Carl R. Carder

, Notary Public

Commission Date:

B L A BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Nashua Regional Planning Commission (VC# 154661), Concord, NH hereby mutually agree to amend the contract (#1082298) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$70,000 in FY22 and \$30,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Nashua Regional Planning Commission (NRPC)		Business and Economic Affai	rs (BEA)		
La de	3/23/2022	Bee	3/31/2022		
Jay Minkarah	Date	Taylor Caswell	Date		
Executive Director, NRPC		Commissioner, BEA			
Approved by the Attorney Ge	eneral (Form, Substance				
Date: April 1, 2022	desperamental constitution of the second constit	By: 18/ Stacie M. Macson			
			,		
Approved by the Governor a	nd Council: Dat	te: Item #	annunun annun a		

- ♦ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341

#### CERTIFICATE OF VOTE

I, <u>James Battis</u>, <u>Treasurer of the Nashua Regional Planning Commission</u>, do hereby certify that at a meeting held on <u>June 16</u>, 2021:

- I am the duly elected and acting Treasurer of the <u>Nashua Regional Planning</u> <u>Commission</u>, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53);
- 2. The Nashua Regional Planning Commission authorized the Executive Director, Jay Minkarah, to sign and execute any grant agreements and contracts for the NRPC;
- 3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4. The following person has been appointed to, and now occupies, the office indicated under item 2 above: Jay Minkarah, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Nashua Regional Planning Commission on this 23 day of March, 2022.

James Battis, Treasurer (name, position)

STATE OF NEW HAMPSHIRE

County of Hills boraugh

On this 33rd day of March , 2022, before me Vista L. Wardner, the undersigned officer, personally appeared, James Battis , who acknowledged him/herself to be the Treasurer of the Nashua Regional Planning Commission, and that he/she, as such Treasurer, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official scal.

c, Justice of the Peace

9/19/2024 My Commission Expires

# BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and North Country Council (VC# 177235), Concord, NH hereby mutually agree to amend the contract (#1082299) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$65,000 in FY22 and \$35,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

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Date	Taylor Caswell Commissioner, BEA	Date
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	By: 181 Stacie M. Moeses	,
cil: Da	te Item#	
		orm, Substance and Execution)  By: Isl Stacis M. Masses

- ◆ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- **6**03.271.2341
- visitnh.gov nheconomy.com choosenh.com



### Regional Planning Commission & Economic Development District

## Certificate of Authorization

- I, <u>Paul Robitaille</u>, Chairman for the North Country Council (hereinafter the "Council"), do hereby certify that:
  - (1) I am the duly elected and acting Chairman of the Council, a regional planning agency established pursuant to the laws of the State of New Hampshire, RSA 36:45-53;
  - (2) I am familiar with the minutes of the Council;
  - (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
  - (4) At the Board of Directors meeting held on <u>March 17, 2022</u> the Board of Directors voted to accept funds and enter into contracts with the following agencies: Economic Development Administration, United States Department of Agriculture, New Hampshire Department of Transportation, New Hampshire Community Development Finance Authority, and NH Business and Economic Affairs. The Council further authorizes the Executive Director to authorize any documents which may be necessary to effectuate contracts and or reimbursement requests.
  - (5) This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
  - (6) The following person has been appointed to and now occupies the office indicated in item (4) above:

Michelle Moren-Grey, Executive Director Name and Title Officer Authorized to Sign

IN WITNESS THEREOF, I have hereunto set my hand as the 17, k day of march, 2029	Paul Robitaille, Chairman
State of New Hampshire, County of Grafton	
	(Notary Justice/Justice of Peace)
personally appeared Paul Robi to the who ackr the Council, being authorized so to do, executed the foregoin contained.	nowledged her/himself to be the Secretary of any instrument for the purpose therein
IN WITNESS THEREOF, I hereunto set my hand and seal.	COMMISSION
(Notary Public/Justice of the Peace)	MAY 6, 2025

# BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Rockingham Planning Commission (VC# 154887), Concord, NH hereby mutually agree to amend the contract (#1082300) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$60,000 in FY22 and \$40,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

	Business and Economic Affair	rs (BEA)
3/30/2022	Spe	3/31/22
Date	Taylor Caswell	Date
	Commissioner, BEA	
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Council: Da	ate: Item #	
	Date  Al (Form, Substance	Date Taylor Caswell Commissioner, BEA  al (Form, Substance and Execution)  By: Isl Steels M. Masser

- 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- L 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### Certificate of Vote

- I, Peter Guillette, Treasurer for the Upper Valley Lake Sunapee Regional Planning Commission, Lebanon, New Hampshire, do hereby certify that:
  - 1. Under the provisions of Article VI, Section 1 (M) of the Upper Valley Lake Sunapee Regional Planning Commission bylaws, Meghan Butts, Executive Director, is duly authorized to enter into a contract with the NH Department of Business and Economic Affairs.
  - 2. At the August 3<sup>rd</sup>, 2021, Upper Valley Lake Sunapee Regional Planning Commission meeting, the Commission voted to accept the ARPA State Fiscal Recovery Fund funding and enter a contract with the New Hampshire Department of Business and Economic Affairs for the Fiscal Year 2022-2023.
  - 3. This authorization has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof.
  - 4. The following person has been appointed to and now remains in the office indicated in 2 above: Meghan Butts, Executive Director.

IN WITNESS THEREOF, I have hereunto set my hand as the Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission in Lebanon, New Hampshire, on this 2nd day of November 2022.

Treasurer of the Commission

State of New Hampshire / County of Grafton

Pok A. Month

On this the 2<sup>nd</sup> day of November, before me, Christine Courtemanche (Commissioner of Deeds) personally appeared Peter Guillette, who acknowledged him to be the Treasurer of the Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

Christine N. Courtermanche
(Notary Public/Commissioner of Deeds)

#### CERTIFICATE OF AUTHORITY

- I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, do hereby certify that:
- (l) I am the duly elected Secretary;
- (2) at the meeting held on May 26, 2021, the Rockingham Planning Commission voted to accept funds and to enter into contracts:
- (3) the Rockingham Planning Commission further authorized the <u>Executive Director</u> to execute any documents which may be necessary for contracts;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

### Tim Roache, Executive Director

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham Planning Commission, this 30th day of 1990.
Glenn Coppelman, Secretary
STATE OF NEW HAMPSHIRE  County of Rockingham  On this the 30th day of 100000000000000000000000000000000000
In witness whereof, I have set my hand and official seal.
Annette Pettengill, Notary Public
Commission Expiration Date:

Commission Expiration Date:

(Seal)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2022

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.

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Dept Of Business & Economic Affairs  100 North Main St  Concord NH 03301				AUTHORIZED REPRESENTATIVE						



Concord, NH 03301

#### CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Rockingham Regional Planning Commission 563 NH Public Street Bow Brockingham NH Public Bow Brockingham Regional Planning Commission 563 NH Public Bow Brocking Regional Planning Commission 563 NH Public Bow Brocking Regional Planning Commission 563 NH Public Bow Brocking Region 563 NH Public Bow Broc			mpany Affording Coverage: H Public Risk Management Exchange - Primex <sup>a</sup> ow Brook Place I Donovan Street oncord, NH 03301-2624			
Speed Common	Effective Date	Taxable Control		May Apply, If Not		
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made  Occurrence	(maching)	. (1000-100-100-100-100-100-100-100-100-10	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)			
Automobile Liability  Deductible Comp and Coll:  Any auto			Combined Single Limit (Each Accident) Aggregate			
X Workers' Compensation & Employers' Liability	1/1/2022 1/1/2		X Statutory	- Land Control of the		
			Each Accident	\$2,000,000		
	-		Disease - Each Employee	\$2,000,000		
	***************************************		Disease Policy Limit			
Property (Special Risk Includes Fire and Theft)	10, 100		Blanket Limit, Replacement Cost (unless otherwise stated)			
Description: Proof of Primex Member coverage only.						
CERTIFICATE HOLDER: Additional Covered Party	Lose F		rimex <sup>3</sup> – NH Public Risk Manag y: <i>Many Bell Procell</i>	ement Exchange		
Office of Planning & Development		D	ate: 3/23/2022 mpurcell@n			
Department of Business and Economic Affairs 100 North Main Street, Ste. 100		ACTION AND ADDRESS OF THE ACTION ADDRESS OF THE ACTION AND ADDRESS OF THE ACTION AND ADDRESS OF	Please direct inqui Primex <sup>3</sup> Claims/Covera 603-225-2841 pt	ge Services		

603-228-3833 fax

# BEA BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Southern New Hampshire Planning Commission (VC# 154521), Concord, NH hereby mutually agree to amend the contract (#1082301) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$65,000 in FY22 and \$35,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Southern New Hampshire Planning Commission (SNHPC)	Business and Economic A	Affairs (BEA)
Aslow un Olal 3/28/2	er See	3/31/2022
Sylvia von Aulock Executive Director, SNHPC	Taylor Caswell Commissioner, BEA	Date
Approved by the Attorney General (Form, Subst	tance and Execution)	
Date: April 1, 2022	By: Isl Stacie M. M.	3044
Approved by the Governor and Council:	Date: llem ;#	

- 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

#### CERTIFICATE OF VOTE

I, Peter J. Griffin, do hereby certify that I am the duly elected and acting Chairman of the Southern New Hampshire Planning Commission (SNHPC), a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36). I hereby certify that, at a meeting of the SNHPC Executive Committee duly called and held on March 22, 2022, at which a quorum of members were present and voting, the following action was taken.

The SNIHPC Executive Committee authorized the SNIHPC Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the Regional Housing Needs Assessment Contract Amendment with the New Hampshire Department of Business and Economic Affairs.

This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

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 Southern New Hampshire Planning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman of the Southern New Hampshire Planning Commission on this 2 3 day of 3022.

Peter J. Griffin SNHPC Chairman

STATE OF NEW HAMPSHIRE County of Hillsborough

In witness whereof, I have set my hand and official seal.

Notary Public

(Official Seal)

Commission Expires:



#### CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Dectarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member  Medicipating Member					
Southern New Hampshire Planning Commission 529 438 Dubuque Street Manchester, NH 03102	nber Number.		NH Pu Bow E 46 Do	ny Affording Coverage ublic Risk Management E Brook Place novan Street ord, NH 03301-2624	xchange - Primex <sup>3</sup>
A Medianing Comment	Effective Date	Expiration (mm/dd/)		Cimiles NH Statutory Limit	May apoly Harris
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence	1/1/2022	1/1/20		Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000
X Automobile Liability Deductible Comp and Coll:  Any auto	1/1/2022	1/1/202	23	Combined Single Limit (Each Accident)	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	23	X Statutory	
	***************************************			Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
X Property (Special Risk Includes Fire and Theft)	1/1/2022	1/1/202	23	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					
CERTIFICATE HOLDER: Additional Covered Party	Loss P	ayee	Primex	<sup>2</sup> – NH Public Risk Manage	ement Exchange
			By:	Mary Beth Dweet!	
Office of Discovery & Development			Date:	3/28/2022 mpurcell@nh	orimay ora
Office of Planning & Development Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301			Date:	Please direct inquire Primex³ Claima/Covera 603-225-2841 ph 603-228-3833 f.	es to: ge Services one

# B F A BUSINESS AND ECONOMIC AFFAIRS



## AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Strafford Regional Planning Commission (VC# 155570), Concord, NH hereby mutually agree to amend the contract (#1082302) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$75,000 in FY22 and \$25,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Business and Economic Affa	nirs (BEA)
See	3/31/2022
Taylor Caswell Commissioner, BEA	Date
and Execution)	
By: 181 Stacie M. Masser	
	Commissioner, BEA and Execution)

#### **CERTIFICATE OF VOTE**

- I, Thomas Crosby, Jr, Treasurer of the Strafford Regional Planning Commission, do hereby certify that:
  - 1) I am the duly elected Treasurer;
  - 2) At the meeting held on July 16, 2021, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
  - 3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
  - 4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the

Strafford Regional Planning Commission,

this 16th day of March, 2022.

Thomas Crosby, Jr., Treasurer

STATE OF NEW HAMPSHIRE County of Strafford

On this the 16th day of March, 2022, before me

Megan laylor- Fet-ter the undersigned officer, personally appeared Thomas Crosby, Jr., who acknowledged him/herself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Notary Public

Megan E. Taylor-Fetter Commission Expiration Date:

(Seal)

State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member Number:		Comp	eny Al	fording Coverage:	
Strafford Regional Planning Commission 562 150 Wakefield Street, Suite 12 Rochester, NH 03867			NH Public Risk Management Exchange - Primexi Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Specromage	Effective trate :	Expiration (mm/dd/y)	Date vvi	Lim	its - NH Statutory Limit	s May Apply, If Not
General Liability (Occurrence Form)		Committee of the commit	A.A.A.	Eac	ch Occurrence	
Professional Liability (describe)				-	neral Aggregate	
Claims Occurrence	000000000000000000000000000000000000000			Fire fire	Damage (Any one	
				Me	d Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:  Any auto				(Eac	mbined Single Limit h Accident) gregate	
X Workers' Compensation & Employers' Liability	1/1/2022	1/1/202	3	X	Statutory	
	1717000000	7 7 7 7		Eac	sh Accident	\$2,000,000
				Disease - Each Employee		\$2,000,000
			Disc		9889 Policy Limit	
Property (Special Risk Includes Fire and Theft)			<u></u>		sket Limit, Replacement t (unless otherwise stated)	
Description: Proof of Primex Member coverage only.  CERTIFICATE HOLDER: Additional Covered Page 1	rty Loss P	°ayee	Prim	ex3 -	NH Public Risk Manag	gement Exchange
			By:	2	Nary Beth Purcell	
						Later and
Office of Planning & Development			Date	: :	/28/2022 mpurcell@n	
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301				1	Please direct inquerimex <sup>3</sup> Claims/Covers 603-225-2841 pl	age Services hone

#### **New Hampshire Department of** B A BUSINESS AND ECONOMIC AFF **ECONOMIC AFFAIRS**



#### AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Southwest Region Planning Commission (VC# 155492), Concord, NH hereby mutually agree to amend the contract (#1082303) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$70,000 in FY22 and \$30,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Southwest Region Planning Col (SWRPC)	mmission	Business and Economic Affairs (BEA)				
trus churply	3-31-22	See	3/31/2022			
Tim Murphy Executive Director, SWRPC	Date	Taylor Caswell Commissioner, BEA	Date			
Approved by the Attorney Gene	ral (Form, Substance					
Date: April 1, 2022	namental de de la companya del companya del companya de la company	By: Isl Stasie M. Maese	24			
Approved by the Governor and	Council: D	ate: Item #_				

- ♥ 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- € 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

### **CERTIFICATE OF VOTES**

I, Thomas Mullins (name)	, Chairman of Southwest Region Planning Commission (Regional Planning Agency Name)
	), a regional planning commission established pursuant to the (RSA 36: 45-53), hereby certify that:
(3) I am duly authorized to issue (4) That the Planning Agency ha force and effect until revoked	(Inte of Officer) and am familiar with the minute books of the Planning Agency; certificates with respect to the contents of such books; as authorized, on March 31, 2022, such authority to be in (Date of Meeting/Vote)
	nent for the sale of products and services:
Tim Murphy	Executive Director
(name)	(position)
(name)	(position)
and effect as of the date here  (6) I hereby understand that the state person(s) listed above or authority to bind the Plannin of any listed individual to bi Hampshire, all such limitation	State of New Hampshire will rely on this certificate as evidence currently occupy the position(s) indicated and that they have full ag Agency. To the extent that there are any limits on the authority and the Planning Agency on contracts with the State of New ons are expressly stated herein.  as Chairman of the Planning Agency this 31st day of Thomas Mullius, Chairman
STATE OF New Hampshire COUNTY OF Cheshire	
Officer, personally appeared <u>Thomas</u> Chairman of the South	, 2022, before me, Rebecca I. Baldwin the undersigned s Mullins who acknowledged her/himself to be the awest Region Planning Commission, and that she/he as such ng authorized to do so, executed the foregoing instrument for the
IN WITNESS WHEREOF, I hereun	to set my hand and official seal.
Rebecca J. Baldrin Notary Public/Justice of the Peace	Commission Expiration Date: September 5, 2023

# BEA BUSINESS AND ECONOMIC AFFAIRS



# AMENDMENT OF CONTRACT WITH RESPECT TO THE ALLOCATION OF AMERICAN RESCUE PLAN STATE FISCAL RECOVERY FUND GRANT AGREEMENT

The Department of Business and Economic Affairs, Office of Planning and Development and Upper Valley Lake Sunapee Regional Planning Commission (VC# 154385), Concord, NH hereby mutually agree to amend the contract (#1082304) for completing assessments of regional housing needs critical in advancing solutions for the housing shortage facing the region, which was originally approved by the Governor and Executive Council on September 15, 2021 (Item #51) with a completion date of December 31, 2022. This contract is 100% federal funding.

This amendment adjusts the amount budgeted for each of fiscal year 2022 and 2023; currently the \$100,000 total allocation is divided evenly with \$50,000 for each fiscal year. Additional funds are needed for FY2022, and the request is to change the split of funds to \$60,000 in FY22 and \$40,000 in FY23. The total amount of the contract will remain \$100,000.

Funding awarded via this grant agreement shall be expended consistent with the original terms approved by the Office of Planning and Development (OPD) for the funding source authorized within this agreement and shall be consistent with the allowable uses of Coronavirus State and Local Fiscal Recovery Fund.

There are no changes to the period of performance of this contract and no additional funding is requested for this amendment.

All other terms and conditions of this contract shall remain the same in full force and effect as originally set forth. This amendment is subject to approval by the Commissioner of the Department of Business and Economic Affairs, the NH Attorney General and the Governor and Executive Council.

Planning Commission (UVLSRPC)	Business and Economic Affairs (BEA)				
Mula 115 3/24/22	Jee 3/31/2022				
Meghan Butts / Date	Taylor Caswell Date				
Executive Director, UVLSRPC	Commissioner, BEA				
Approved by the Attorney General (Form, Substance					
Date: April 1, 2022	By: 181 Stacie M. Masser				
Approved by the Governor and Council: Date	te: Item #				

- 100 North Main Street, Suite 100 Concord, New Hampshire 03301
- C 603.271.2341
- visitnh.gov nheconomy.com choosenh.com

### **Certificate of Vote of Authorization**

### **Upper Valley Lake Sunapee Regional Planning Commission** 10 Water Street, Lebanon, NH 03766

I, Jeffrey Kessler, Treasurer) of the Upper Valley Lake Sunapee Regional Planning Commission do hereby certify that at a meeting held on August 11, 2021, Commission voted to accept the ARPA State Fiscal Recovery Fund grant and enter into a contract with the New Hampshire Department of Business and Economic Affairs.

The Upper Valley Lake Sunapee Regional Planning Commission further authorized the Meghan Butts, Executive Director, to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission in Lebanon, New Hampshire, on this 24th day of March 2022.

STATE OF NEW HAMPSHIRE/County of Grafton

On this 24th day of March 2022, before me, Christine Courtemanche (Commissioner of Deeds) the undersigned Officer, personally appeared. Jeffrey Kessler, who acknowledged himself to be the Treasurer of Upper Valley Lake Sunapee Regional Planning Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Commissioner of Deeds: Christine N. Courtemanche

My commission expires: September 18, 2024

CHRISTINE N. COURTEMANCHE Commissioner of Deeds - New Hampshire My Commission Expires September 18, 2024

# BEA New Herspehire Department of BUSINESS AND ECONOMIC AFFAIRS

51 WAR

August 10, 2021

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

#### REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Division of Planning and Development, to award grants to the Regional Planning Commissions (RPC) listed on the attached document in the total amount not to exceed \$900,000 to support the Regional Housing Needs Assessment Program effective upon Governor and Executive Council approval through December 31, 2022. 100% Federal Funds

Funds are available as follows, with the authority to adjust encumbrances between fiscal years, through the Budget Office, if needed and justified:

03-22-22-221510-24890000 ARP Regional Housing Needs Assessment 072-500574 Grants Federal Y 2022 FY2023

\$450,000 \$450,000

#### **EXPLANATION**

This program will provide grants to Regional Planning Commissions (RPC) to complete assessments of the regional needs for the housing of persons and families at all income levels. Each RPC receiving a grant shall also complete a Fair Housing Equity Assessment to identify and describe factors that might be barring people from adequate housing in their region.

The RPC will use the grant to provide their region's specific housing needs. Understanding their unique housing requirements will be critical in advancing the statewide vision and planning needed to solve New Hampshire's housing shortage. This would allow adequate housing options, including affordable housing, to serve the needs and choices of New Hampshire citizens throughout their lifespans and are available within the state.

For the last several years, adequate affordable housing has been a challenge for New Hampshire. This challenge has been exacerbated by the pandemic. Completing Regional Housing Assessments at this time will provide critical regional information needed to determine where and what types of housing development activities are needed in each region of the state. This program will provide that information so that municipalities can meet regional housing needs in a coordinated and unified manner.

In the event that Federal funds become unavailable, no General Funds will be requested to support this program.

Respectfully submitted,

Taylor Caswell, Commissioner

Department of Business and Economic Affairs

# Department of Business and Economic Affairs Office of Planning & Development FY 2022 - Grant Agreements

		CONTRACT	REQUESTED	
GRANTEE	VENDOR ID	PERIOD	GRANT AMOUNT	DESCRIPTION
Central NH Regional Planning Commission	154613	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Lakes Region Planning Commission	154653	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Nashua Regional Planning Commission	154661	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
North Country Council	177235	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Rockingham Planning Commission	154887	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Southern NH Planning Commission	154521	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Strafford Regional Planning Commission	155570	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Southwest Regional Planning Commission	155492	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
Upper Valley Lake Sunapee Regional Planning Commission	154385	Upon G&C Approval - 12/31/22	\$100,000.00	American Rescue Plan Act
·			\$900,000.00	

### ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)

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

I. GENERAL PROVISIONS: IDENTIFICATION.

12 000 4 100 1	
1.1. State Agency Name: Department of Business and Economic Affairs	
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301	
1.3. Grantee Name: Central New Hampshire Regional Planning Commission	
1.4. Grantee Address: 28 Commercial Street, Suite 3, Concord NH 03301	
1.5 Grantee Telephone Number: (603) 226-6020	
1.6. State Vendor Number: 154613	
1.7. Completion Date: December 31. 2022	
1.8. Grant Amount not to exceed: \$100,000.00	
1.9. Grant Officer for State Agency:	
1.10. State Agency Telephone Number: (603) 271-2591	
1.11. Grantee Signature: Designated Signing Authority	
Signature Print Name: Michael Tad: # Title: Ex. Director	
1.12. State of New Hampshire Signature:	
Date: 8/11/2021	
Signature Print Name: Taylor Caswell Title: Commissioner	
1.13. Approved as to form substance and execution NH Department of Justice:	
1st Stacie M. Masson Date: August 17, 202	1
Signature Print Name: Stacie M. Moeser Title: Attorney	

Initials MT Date 1 Page 1 of 22

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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,

Initials MT Date 05/2/age 2 of 22

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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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

Initials MT Date 8 1 Page 4 of 22

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

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

Initials MT Date BIS Page 5 of 22

#### 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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, Central New Hampshire Regional Planning Commission, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

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territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

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#### GRANT AGREEEMENT 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(ayknmg2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- •. The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

#### **GRANT AGREEMENT EXHIBIT C**

#### Special Provisions

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
   Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
   Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R.
   Part 200 as amended are considered legally binding and enforceable documents under this contract. The
   State 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.

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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### 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:

Department of Business and Economic Affairs
1 Eagle Square
Concord, NII 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

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		(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 to every grant officer on whose grant activity the convicted employee was working, unler Federal agency has designated a central point for the receipt of such notices. Notice shat include the identification number(s) of each affected grant;							
	(f)		g one of the following actions, within 30 calendar days of receiving notice under agraph (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)		g a good faith effort to continue to maintain a drug-free workplace through nentation of paragraphs (a), (b), (c), (d), (e), and (f).						
(B) Place o	connec	tion wi	nay insert in the space provided below the site(s) for the performance of work done in the specific grant.  (street address, city, county, State, zip code) (list each location)  Nercial Street, So: te 3  (NH 0330)						
Check	[] if th	nere are	workplaces on file that are not identified here.						
Can	tral	Orante	e Name PCHN: NS Commission 8/5/21 - 12/31/22 Period Covered by this Certification						
Name :	Arche and Titl	el-Ta	ard: FF. Er. Director  thorized Grantee Representative						
Name	and Titl	e of Au	thorized Grantee Representative						

Grantee Representative Signature

# 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

Upon Governor & Executive Council Approval through 12/31/2022

Programs	(indicate	applicable	program	covered):	Coronaviru	is State	and	Local	Fiscal	Recovery	Fund

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

Contract Period:

- (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 E-I.
- (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.

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Grantee Name

Grantee Name

Grantee Name

Date

#### **GRANT AGREEMENT EXHIBIT F - Debarment**

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State 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	knowled	dge an	d be	lief,	that	it and	lits	princi	ipal	S
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- are not presently debarred, suspended, proposed for debarment, declared ineligible, or (a) voluntarily excluded from covered transactions by any Federal department or agency;
- have not within a three-year period preceding this Grant been convicted of or had a civil (b) 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;
- are not presently indicted for otherwise criminally or civilly charged by a governmental entity (c) (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I) (b) of this certification; and
- have not, within a three-year period preceding this Grant, had one or more public transactions (d) (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.

Grantee's Representative Title: Grantee Representative Signature Regional Planning Commission 8/5/21

#### **GRANT AGREEMENT EXHIBIT G**

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Grantee Representative Signature

Grantce's Representative Title

Control WHRegional Planning Commission

Grantee Name

Date

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#### 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.

MRM	Ex. Director
Grantee Representative Signature	Grantee's Representative Title
Courte   WHREGIONE / PLANNING COM.	mission 8/5/21
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, scarching 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.

Central NY Regional

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 the State 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 the State, 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

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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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

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

Grantee Representative Signature

Ex. D'rector
Grantec's Representative Title

Print Grantee Name: Contral N4 Regional
Planning Commission

Date 8/5/2/

#### GRANT AGREEMENT EXHIBIT A

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

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

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

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

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

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

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

Grantee Representative Signature)

Ex. Director

(Grantee Representative Title) Coustia NH Regional Hauning Commission 8/5/21
(Grantee Name) (Date)

#### GRANT AGREEMENT EXHIBIT J cont. CERTIFICATION

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

1. The DUNS number for your entity is: 111067745 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? 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: Name: Amount: \_\_\_\_ Name: Name: \_\_\_\_\_ Amount:

Name:

Name: \_\_\_\_

Amount:

Amount: \_\_\_\_

#### CERTIFICATE OF VOTE

I, Keith Johnson, Secretary of the Central New Hampshire Regional Planning Commission (CNHRPC), do hereby certify that: (1) I am the duly elected and acting Secretary of the Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53); (2) I review and maintain or cause to be maintained and am familiar with the minutes of the meetings of the Commission and its Executive Committee; (3) I am duly authorized to issue certificates with respect to the contents of such minutes; (4) at a CNHRPC Executive Committee meeting held on August 5, 2021 the CNHRPC Executive Committee voted to enter into a contract with the New Hampshire Department of Business and Economic Affairs to undertake a Regional Housing Needs Assessment and Fair Housing and Equity Assessment. The Commission further authorized the Executive Director to execute any documents which may be necessary to effectuate this contract; (5) this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (6) the following person has been appointed to and now occupies the office indicated under item (4) above:

> Michael Tardiff, Executive Director (Printed name of officer authorized to sign)

IN WITNESS WHEREOF, I have hereunto set	my hand as the Secretary of the Commission, this
5 day of / tus 2021.	,
	m 1 /
	100
	Keith Johnson Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 5 day of August, 2021, before me,

Mathew J. Montha (Notary Public Justice of the Peace), the undersigned officer, personally appeared Keith Johnson who acknowledged himself to be the Secretary of the Commission, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Notary Public Justice of

COMMISSION EXPIRATION DATE: March 7,2023

SEAL

CENTNHR-01

DBEAUDOIN

#### CERTIFICATE OF LIABILITY INSURANCE

B/3/2021

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.

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#### ARPA STATE FISCAL RECOVERY FUND

#### Grant Agreement (Sub-award Template)

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

1. GENERAL PROVISIONS: IDENTIFICATION.
1.1. State Agency Name: Department of Business and Economic Affairs
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301
1.3. Grantee Name: [LAKES REGION PLANNING COMMISSION]
1.4. Grantee Address:103 Main Street
1.5 Grantee Telephone Number 603-279-8171
1.6. State Vendor Number:No. 154653
1.7. Completion Date: December 31, 2022
1.8. Grant Amount not to exceed: \$100,000,00
1.9. Grant Officer for State Agency:
1.10. State Agency Telephone Number: (603) 271-2591
1.11. Grantee Signature: Designated Signing Authority
Date: 8/2/2021  Signature  Prim Name: Jeffing Hayes Title: Executive Director  1.12. State of New Hampshire Signature:  Date: 8/11/2021
Print Name: Taylor Caswell Title: Commissioner  1.13. Approved as to form substance and execution NH Department of Justice:
1st Stacie M. Maeses Date: August 17, 2021
Signature Print Name: Stacie M. Moeser Title: Attorney
1.14. Approved by NH Governor and Council: Date:
Initials Date Page 1 of 22

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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,

Initials Date 9/2/2/
Page 2 of 22

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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

#### 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.

Initials Date Page 3 of 22

Upon the occurrence of any Event of Default, the State 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 State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 Grantce 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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

Initials Date 9/2 Page 4 of 22

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

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

Initials Date Page 5 of 22

#### 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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.

Initials Date Page 6 of 22

#### **GRANT AGREEMENT EXHIBIT A**

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

1. Grantee, LAKES REGION PLANNING COMMISSION, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

Initials Date 9/2/21 Page 7 of 22

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will'be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

Initials Date Page 8 of 22

#### GRANT AGREEEMENT 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.nln.gov/purchasing/vendorregistration/(S(ayknmg2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the. Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantce over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

Initials Date Page 9 of 22

#### 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). Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform Guidance that do not apply, which is available on beta. SAM.gov. The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The State 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.

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 State 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 direct 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. 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 the State."

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"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

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#### **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:

Department of Business and Economic Affairs
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

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- (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 i connection with the specific grant.
Place	of Performance (street address, city, county, State, zip code) (list each location)  103 Mam 54. Mered-46 NA 03253
Chec	k if there are workplaces on file that are not identified here.

Lakes Region Plansing Comm 155ron 8/2/21 - 12/31/22
Grantee Name Period Covered by this Certification

Grantee Representative Signature

Date

Date Page 13 of 22

## 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 Fund

Contract Period: Upon Governor & Executive Council Approval through 12/31/2022

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 E-I.
- (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.

Grantee Representative Signature

Grantee's Representative Title

Date

Grantee Name

Initials Date Page 14 of 22

#### 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 State 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 the State 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, State may terminate this transaction for cause or default.

(4) The Grantee shall provide immediate written notice to State, 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 the State.

(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 State, 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, State may terminate this transaction for cause or default.

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## 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 th	e best o	f its knowledge a	nd 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 (I) (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.

Grantee Representative Signature

Grantee's Representative Title:

Print Grantee Name

Date

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#### GRANT AGREEMENT EXHIBIT G

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Grantee Representative Signature

Grantee's Representative Title

Grantee Name

Date

Initials # Date 8/2/ Page 17 of 22

#### **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.

Grantee Ropresentative Signature

Grantee's Representative Title

0 1/21

Total

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#### 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.

(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 the State 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 the State, 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

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### GRANT AGREEMENT EXHIBIT J cont. CERTIFICATION

responses to the below listed ques	
1. The DUNS number for your en	tity is: 780925640
organization receive (1) 80 percer contracts, subcontracts, loans, gra-	n's preceding completed fiscal year, did your business or at or more of your annual gross revenue in U.S. federal ants, sub-grants, and/or cooperative agreements; and (2) ass revenues from U.S. federal contracts, subcontracts, loans, ive agreements?
-X-NO	YES
If the	e answer to #2 above is NO, stop here
If the answe	r to #2 above is YES, please answer the following:
business or organization through p	information about the compensation of the executives in your periodic reports filed under section 13(a) or 15(d) of the (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
NO	YES
If the	answer to #3 above is YES, stop
If the answe	er to #3 above is NO, please answer the following:
4. The names and compensation of business or organization are as fo	of the five most highly compensated officers in your llows:
Name:	Amount:
Name:	Amount:
Name:	Amount:

Name:

Name: \_\_\_\_\_

# 8/2/21

Amount: \_\_\_\_

Amount: \_\_\_\_

#### **CERTIFICATE OF AUTHORITY**

I, Patricia Farley, do hereby certify that:

- (1) I am the duly-elected Secretary of the Lukes Region Planning Commission, a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36:45-53):
- (2) I sign and maintain or cause to be maintained and am familiar with the minutes of the Commission;
- (3) I am duly authorized to issue certificates with respect to the contents of such minutes;
- (4) at its regular meeting held on April 13, 2016, the Executive Board of the Commission voted to grant the Commission's Executive Director, Jeffrey R. Hayes, the authority to apply for funding opportunities, accept monies and execute any documents which may be necessary to effectuate contracts and that this authorization remains in full force until it is revoked;
- (5) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (6) the following person has been appointed to and now occupies the office indicated in (4) above:

Jeffrey R. Hayes, Executive Director

Patricia W Farley

Carl R. Cardy

Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

On this the \_\_\_\_\_\_ day of August 2021, before me Carl. R. Carder the undersigned officer, personally appeared Patricia Farley who acknowledged herself to be the Secretary of the Lakes Region Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

R. Carder, Notary Public



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2021 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(les) 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). CONTACT Jessica Hildreth PRODUCER PHONE IAC. No. Exil: E-MAIL FAX (A/C, No): Melcher & Prescott Insurance (503) 524-4535 E-MAIL | hildreth@melcher-prescott.com 426 Main Street INSURER(S) AFFORDING COVERAGE MAXC # NH 03246 Ohio Casualty Insurance Co 24074 Laconia INSURER A INSURED INSURER 0 Lakes Region Planning Commission INSURER C 103 Main St Ste 3 INSURER D INSURER E : NH 03253 Meredith INSURER F CL2172507539 CERTIFICATE NUMBER: **REVISION NUMBER:** COVERAGES 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. INSO WYD POLICY EFF POLICY EXP INSR LTR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED 1,000,000 CLAIMS-MADE X OCCUR PREMISES (Ea occumença) 15,000 MED EXP (Any one person) 1.000.000 07/14/2022 BZO58692113 07/14/2021 PERSONAL & ADV INJURY 2,000,000 GENLAGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 X POLICY PRO-PRODUCTS - COMPIOP AGG S OTHER COMBINED SINGLE LIMIT \$ 1,000,000 AUTOMOBILE LIABILITY (En accident) X ANY AUTO BODILY INJURY (Per person) 5 OWNED AUTOS ONLY SCHEDULED 07/14/2021 07/14/2022 BADE Y INJURY (Per accident) BAO58692113 5 AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Par accident) 5 AUTOS ONLY Š WINBRELLA LIAB 1,000,000 ŝ X OCCUR EACH OCCURRENCE 1,000,000 07/14/2021 07/14/2022 USO58692113 EXCESS LIAD AGGREGATE CLAIMS MADE DED RETENTION \$ 10,000 X PER STATUTE 3A States: NH AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 500,000 E.L. EACH ACCIDENT 07/14/2021 07/14/2022 N XWO58692113 500,000 E.L. DISEASE - EA EMPLOYEE edatory in NH) 500 000 I yes, describe under DESCRIPTION OF OPERATIONS below EL DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS NH Dept of Business & Economic Affairs Office of Planning & Developme AUTHORIZED REPRESENTATIVE 100 North Main St. Suite 100 NH 03301 Concord

ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)

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

1. GENERAL PROVISIONS: IDENTIFICATION.
1.1. State Agency Name: Department of Business and Economic Affairs
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301
1.3. Grantee Name: Nashua Regional Planning Commission
1.4. Grantee Address: 30 Temple Street, Suite 310, Nashua, NH
1.5 Grantce Telephone Number (603) 417-6570
1.6. State Vendor Number: 154661
1.7. Completion Date: December 31, 2022
1.8. Grant Amount not to exceed: \$100,000.00
1.9. Grant Officer for State Agency:
1.10. State Agency Telephone Number: (603) 271-2591
I.11. Grantee Signature: Designated Signing Authority
Signature Print Namer lay Minkarah Title: Executive Director
1.12. State of New Hampshire Signature:
Date: 8/11/2021
Signature Print Name: Taylor Caswell Title: Commissioner
1.13. Approved as to form substance and execution NH Department of Justice:
1st Stacie M. Maeser Date: August 17, 2021
Signature Print Name: Stacie M. Moeser Title: Attorney
1.14. Approved by NH Governor and Council: Date:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 Grantce shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantce 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hercunder (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 hercunder, or

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

Upon the occurrence of any Event of Default, the State 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 State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation of emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantce shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold hamless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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 assignces. 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.

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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

### Grantee Certification

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

Grantee Representative Signature

Grantee's Representative Title

Print Grantee Name:

Date

Initials Date Page 20 of 22

### GRANT AGREEMENT EXHIBIT A

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

1. Grantee, NASHUA REGIONAL PLANNING COMMISSION will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

### Deliverables:

### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

d. To make necessary investments in water, sewer, or broadband infrastructure.

- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSI.FRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

### **GRANT AGREEEMENT 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(aykning2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

### GRANT AGREEMENT EXHIBIT C

### **Special Provisions**

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
  Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
  Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R.
  Part 200 as amended are considered legally binding and enforceable documents under this contract. The
  State 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.
  - 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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

### **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:

Department of Business and Economic Affairs
1 Eagle Square
Concord, NH 03301

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

tified here.
September 2021 to December 2022
Period Covered by this Certification
8/2/2021 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 Fund

Contract Period: Upon Governor & Executive Council Approval through 12/31/2022

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 E-I.
- (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.

AL A	Executive Director
Grantee Representative Signature	Grantee's Representative Title
Nashua Regional Planning Commission	8/2/2021
rasing regional Haming Commission	0/0/000
Grantee Name	Date

#### GRANT AGREEMENT EXHIBIT F - Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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," "incligible," "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 the State.
- (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 State, 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, State 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	Grantce	certifies t	to the	best	of its	knowledge an	d belief.	that it	and its	princip	oals

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
- (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.

certification, such prospective participant shall att	tach an explanation to this Grant.
	Executive Director
Grantec Representative Signature	Grantee's Representative Title:
Nashua Regional Planning Commission	8/2/2021

Where the prospective primary participant is unable to certify to any of the statements in this

(2)

Print Grantee Name

Date

### GRANT AGREEMENT EXHIBIT G

### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Executive Director

Grantee Representative Signature

Grantee's Representative Title

Nashua Regional Planning Commission

Grantee Name

Date

### GRANT AGREEMENT EXHIBIT H

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

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

The Grantce 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 subgrantces shall certify accordingly.

Grantee Representative Signature

Executive Director

Grantec's Representative Title

Nashua Regional Planning Commission

8/2/2021

Grantec 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.

NRPC (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 the State 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 the State, 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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignces, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantce 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 the State).

**Executive Director** 

Grantec Representative Signature

Grantee's Representative Title

Print Grantee Name: Nashua Regional Planning Commission

Date 8/2/2021

### GRANT AGREEMENT EXHIBIT J

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

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

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

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

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

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

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

	Executive Director
(Grantce Ropresentative Signature)	(Grantee Representative Title)
Nashaa Regional Planning Commission	8/2/2021
(Grantee Name)	(Date)

### GRANT AGREEMENT EXHIBIT J cont. - CERTIFICATION

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

1. The DUNS number for your c	ntity is: <u>615402666</u>
organization receive (1) 80 perce contracts, subcontracts, loans, gr	ion's preceding completed fiscal year, did your business or ent or more of your annual gross revenue in U.S. federal rants, sub-grants, and/or cooperative agreements; and (2) gross revenues from U.S. federal contracts, subcontracts, loans, ative agreements?
<u>X</u> NO	YES
If th	ne answer to #2 above is NO, stop here
If the answ	rer to #2 above is YES, please answer the following:
business or organization through	o information about the compensation of the executives in your a periodic reports filed under section 13(a) or 15(d) of the 4 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
NO	YES
If th	e answer to #3 above is YES, stop
If the answ	ver to #3 above is NO, please answer the following:
4. The names and compensation business or organization are as for	of the five most highly compensated officers in your follows:
Name:	Amount:

Amount: \_\_\_\_

### **CERTIFICATE OF VOTE**

I, James Battis , Treasurer of the Nashu hereby certify that at a meeting held on June 16, 2021;	na Regional Planning Commission, do
<ol> <li>I am the duly elected and acting Treasurer of t <u>Commission</u>, a regional planning agency estables. New Hampshire (RSA 36:45-53);</li> <li>The Nashua Regional Planning Commission Minkarah, to sign and execute any grant agree</li> <li>This authorization has not been revoked, annull and remains in full force and effect as of the date.</li> <li>The following person has been appointed to, an item 2 above: Jay Minkarah, Executive Direction</li> </ol>	authorized the Executive Director, Jay ments and contracts for the NRPC; ed or amended in any manner whatsoever te hereof; and d now occupies, the office indicated under
IN WITNESS WHEREOF, I have hereunto set my han Regional Planning Commission on this	d as the Treasurer of the Nashua y of Aug 0'S 2021.
STATE OF NEW HAMPSHIRE  County of HILS DOKOLYN  On this 5th day of August, 2021, before m	Kallan al Cal
officer, personally appeared, ames Battis	who acknowledged him/herself to be the
Treasurer of the Nashua Regional Planning Commissio	
being so authorized to do so, executed the foregoing in contained.	strument for the purpose therein
In witness whereof, I have set my hand and official sea	1.
Katham Lab	KATHRYN R. LAFOND, Notary Public My Commission Expires December 19, 2023
Notary Public, Justice of the Peace (Official Seal)	y Commission Expires



### CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-8, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the Information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Me	amber Number:	***************************************	Comp	any Affi	ording Coverage:	with the wide was dr. attention and the state of the stat	
Nashua Regional Planning Commission 51 9 Executive Park Drive Suite 201 Merrimack, NH 03054	19		NH F Bow 46 D	Public Brook onova	Risk Management Ex Place in Street NH 03301-2624	cchange - Primex <sup>3</sup>	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limit	s - NH Statutory Limits	May Apply, If Not:	
X General Liability (Occurrence Form) Professional Liability (describe)  Claims Occurrence Made	7/1/2021		/1/2022		n Occurrence eral Aggregate Damage (Any one Exp (Any one person)	\$ 5,000,000 \$ 5,000,000	
X Automobile Liability Deductible Comp and Coll: \$1,000  Any auto	7/1/2021	7/1/20	/2022		bined Single Limit Accident)	\$5,000,000 \$5,000,000	
X Workers' Compensation & Employers' Liability	7/1/2021	7/1/20	22	Х	Statutory		
				Each	Accident	\$2,000,000	
				Disease - Each Employee		\$2,000,000	
				Dise	ase Policy Limit		
X Property (Special Risk Includes Fire and Thoft)	al Risk Includes Fire and Thoft) 7/1/2021 7/1/2		Blanket Limit, Replacement Cost (unless otherwise stated			Deductible: \$1,000	
Description: Proof of Primex Member coverage only.							
			T p. /	1 .	(11 % 3.11 % 1.1. 1.1.	, , , , , , , , , , , , , , , , , , ,	
CERTIFICATE HOLDER: Additional Covered Party Loss Payee				7%	IH Public Risk Manage		
Office of Planning & Development Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301				depression and the	5/2021 mpurcell@nhp Please direct inquire rlmex³ Claims/Coverag 603-225-2841 pho	es to: e Services	

603-228-3833 fax

### ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)
The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS: IDENTIFICATION.	•
1.1. State Agency Name: Department of Business and Econom	nic Affairs
	,
1.2. State Agency Address: 1 Eagle Square, Concord, NH 033	01
1.3. Grantee Name: North Country Council	
1.4. Grantee Address: 161 Main St. Littleton, NH 0356	1
1.5 Grantee Telephone Number: 603-444-6303	
1.6. State Vendor Number: 177235	
1.7. Completion Date: <u>December 31, 2022</u>	Millione garirona contactata and an arrangement of the contact of
1.8. Grant Amount not to exceed: <u>\$100,000.00</u>	
1.9. Grant Officer for State Agency:	
1.10. State Agency Telephone Number: (603) 271-2591	<u> </u>
1.11. Grantee Signature: Designated Signing Authority	
Mier	Date: 8/2/2021
Signature Print Name: Michelle Moren-bey Title: Executive	ve Arecto-
1.12. State of New Hampshire Signature:	_
See	Date: 8/11/2021
Signature Print Name: Taylor Caswell Title:Commission	ner
1.13. Approved as to form substance and execution NH Depa	utment of Justice:
1st Stacie M. Maeser	Date: August 17, 2021
Signature Print Name: Stacie M. Moeser Title: Attorney	•
.14. Approved by NH Governor and Council:	Date:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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,

Initials Wh Date 622 Page 2 of 22

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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State shall entitle the Grantec 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee.

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

### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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 assignces. 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

I. Grantee, North Country Council will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a: forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality:
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.1) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement, (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

### GRANT AGREEEMENT 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(ayknmg2baf0aop8zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

### **GRANT AGREEMENT EXHIBIT C**

### **Special Provisions**

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
   Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
   Guidance that do not apply, which is available on beta SAM.gov. The applicable provisions of 2 C.F.R.
   Part 200 as amended are considered legally binding and enforceable documents under this contract. The
   State 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.

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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

### 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:

Department of Business and Economic Affairs
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)

161 Main Sheet Littleton WH 03561

Check if there are workplaces on file that are not ide	ntified here.
Noerre Carmy Carriel	8/2/21 - 12/31/22
Grantee Name	Period Covered by this Certification
Michelle Musin, Guy Executive 1) Name and Title of Authorized Grantee Representative	inector
	6/2/2021
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): C	oronavirus	State and	Local I	Fiscal I	Recovery	Fund
Contract Deriod	Unon Governor &	Executive	Council A	pproval t	hrough	12/31	1/2022	

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 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, 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.

11	Exercitive Directive	
Grantee Representative Signature	Grantee's Representative Title	1
Michelle Moren- Grey	8/2/2021	
Grantee Name	Date	

### GRANT AGREEMENT EXHIBIT F - Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State 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

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l) (b) of this certification; and
- (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

	Executive Director
Grantee Representative Signature	Grantee's Representative Title:
Michelle Moven-Grey	8/2/2021
Print Grantee Name	Date

#### **GRANT AGREEMENT EXHIBIT G**

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

	Executive Dassector	,
Grantee Representative Signature	Grantee's Representative Title	
Michelle Moven- Grey	8/2/2021	
Grantee Name	Date	,

#### GRANT AGREEMENT EXHIBIT H

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

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

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

	Executive DIRECTOR
Grantee Representative Signature	Grantee's Representative Title
Michelle Mover-Grey	8/2/2021
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.

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 the State 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 the State, 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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State upon request. Facilities of the Grantec (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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

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

Grantee Representative Signature

Executive Director Grantee's Representative Title

Print Grantee Name: Michelle Moven - Gry

Date 8/2/2021

#### GRANT AGREEMENT EXHIBIT J

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

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

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

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

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

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

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

	Exercisive Drecho	,
(Grantee Representative Signature)	(Grantce Representative Title)	
Michelle Mixen-hver (Grantee Name)	1 8/2/2021	
(Grantee Name)	(Datc)	

### 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 DUNS number for your entity is: 878896034
- 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?

NC

YES

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

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

	ionoung.
ousiness or organization through po	information about the compensation of the executives in your periodic reports filed under section 13(a) or 15(d) of the 15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
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 business or organization are as follows:	the five most highly compensated officers in your ows:
Name:	Amount:

Amount: \_\_\_

#### CERTIFICATE OFAUTHORITY

I. Paul Robitalile	Clark Country of T	ha North Country Council				
(Name)	, Glerk/Secretary of T	(Regional Planning Agency)	Se <sup>*</sup> -Q			
(Regional Planning Agency) [Hereinafter the "Planning Agency"), a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:						
(1) I am the duly elected and acting Glerk/Secretary of the Planning Agency; (2) I maintain and have custody and am familiar with the minute books of the Planning Agency; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) That the Commission has authorized, on 04/15/2021, such authority to be in force and effect until 06/30/2023.  (Contract termination date)						
	below listed position(s) are at ter instrument for the sale of	uthorized to execute and deliver products and services:	on behalf of the Planning			
Michelle Moren-Grey (Name)		Executive Director (Position)				
(Name)	shifting discourse and the same of the sam	(Position)				
(5) Said authorization ha effect as of the date h		ded or rescinded and continu	ies in full force and			
person(s) listed above bind the Planning Ag	e currently occupy the pos gency. To the extent that th	oshire will rely on this certifi ition(s) indicated and that the ere are any limits on the auth racts with the State of New I	ey have full authority to nority of any listed			

I HAVE HEREUNTO set my hand as the Glerk/Secretary of the Planning Agency this 15th day of April, 2021.

limitations are expressly stated herein.

Paul Robitaille Clerk/Sccretary



#### CERTIFICATE OF COVERAGE

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

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex² may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: N	lember Number:		Company Affording Coverage:			
North Country Council 161 Main Street Littleton, NH 03561	576		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624			
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limit	s - NH Statutory Limits	May Apply, If Not
X General Liability (Occurrence Form)	7/1/2021	7/1/202		Each	Occurrence	\$ 5,000,000
Professional Liability (describe)	71,12021	777720		L	aral Aggregate	\$ 5,000,000
☐ Claims ☐ Occurrence				Fire fire)	Damage (Any one	
	,			Med	Exp (Any one person)	
Automobile Liability  Deductible Comp and Coll;  Any auto	7/1/2021	7/1/202	22	·{Each	bined Single Limit Accident) egate	\$5,000,000 \$5,000,000
X Workers' Compensation & Employers' Liability	7/1/2021	7/1/202	37	Х	Statutory	
	77172021	1111202		Each	Accident	\$2,000,000
				Dise	936 - Each Employee	\$2,000.000
				Dise	ase – Pošcy Limit	- X-000
X Property (Special Risk Includes Fire and Theft)	7/1/2021	7/1/202	, Cost (compas output and stated)		Deductible: \$1,000	
Description: Proof of Primex Member coverage only						
				, .	111 92 3 41 93 1 8 8	
CERTIFICATE HOLDER: Additional Covered Party Loss Payee			Prime	0x° N	IH Public Risk Manage	ment Exchange
	and an extension of the detailed the detailed to the detailed		Ву:	720	ary Beth Parcett	
Office of Planning & Development			Date: 8/4/2021 mpurcell@nhprimex.org			
Department of Business and Economic Affairs, 100 North Main Street, Ste. 100 Concord, NH 03301				Pi	Please direct inquin rimex <sup>3</sup> Claims/Covorag 603-225-2841 pho 603-228-3833 fa	e Services one

ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)

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

I. GENERAL PROVISIONS: IDENTIFICATION.	
1.1. State Agency Name: Department of Business and Econom	nic Affairs
1.2. State Agency Address: 1 Eagle Square, Concord, NH 033	0.1-
1:3. Grantee Name: [ROCKINGHAM PLANNING COMMISS	SION
1.4. Grantee Address 456 Water Street, Exeter NH 031	
1.5 Grantee Telephone Number, 603, 778-0885	a second
1.6. State Vendor Number: 15488:7	a Time delegan and the contract of the contrac
1.7. Completion Date: December 31, 2022	
1.8. Grant Amount not to exceed: \$100.000.00	
1.9. Grant Officer for State Agency:	
1.10. State Agency Telephone Number: (603) 271-2591	
1.11. Grantee Signature: Designated Signing Authority	
Signature Print Name: David Waren Title: Assistant	Date: 8/2/21
1,12. State of New Hampshire Signature:	
See.	Date: 8/11/2021
Signature Print Name: Taylor Caswell Title: Commission	oner
1.13. Approved as to form substance and execution NH Depa	rtment of Justice:
1st Stacie M. Masser	Date: August 17, 2021
Signature Print Name: Stacie M. Moeser Title: Attorney	
.14. Approved by NH Governor and Council:	Date:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), the Grantec 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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

I. Grantee, Rockingham Planning Commission, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

Initiale TJ Date 8/3/2/Page 7 of 22

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantecs must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

Initials The Date K page 8 of 22

#### **GRANT AGREEEMENT 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(ayknmg2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

#### GRANT AGREEMENT EXHIBIT C

#### **Special Provisions**

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
  Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
  Guidance that do not apply, which is available on beta SAM gov. The applicable provisions of 2 C.F.R.
  Part 200 as amended are considered legally binding and enforceable documents under this contract. The
  State 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.
  - 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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### 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:

Department of Business and Economic Affairs
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)

156 Water Street Exeter NH 03833 Rockingham County

Check if there are workplaces on file that are not iden	ntified here.
ROCKINGHAM PLANAING COMMISSION Grantee Name	8/2/21 - 12/31/24 Period Covered by this Certification
DATIO WALKER, ASSISTANT DIELETOR Name and Title of Authorized Grantee Representative	
Della lande	8/2/21
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:

or the	Ochcial Flov	isions execute the following	g Certification			
	4	CERTIFICATIO	ON REGARD	ING LOBBY	'ING	
Progra	ms (indicate a	applicable program covered	d): Coronaviru	s State and Lo	cal Fiscal Rec	overy Fund
Contra	ct Period:	Upon Governor & Exec	utive Council	Approval th	rough 12/31/	2022
The ur	idersigned cer	rtifies, to the best of his or	her knowledge	and belief, th	at:	
(1)	any person for Member of C in connection modification	appropriated funds have been or influencing or attempting Congress, an officer or empire with the awarding of any of any Federal contract, grown sub-Grantce).	g to influence a loyee of Cong Federal contra	an officer or e ress, or an em ict, continuation	mployee of an ployee of a M on, renewal, ar	y agency, a ember of Congress mendment, or
(2)	influencing of an officer or Federal contu Grantee), the	other than Federal appropriate appropriate mpting to influence a employee of Congress, or exact, grant, loan, or cooperate undersigned shall completying, in accordance with its	n officer or en an employee o itive agreemen te and submit S	nployee of any f a Member of t (and by spec Standard Form	agency, a Me f Congress in c ific mention s i LLL, "Disclo	ember of Congress, connection with this ub-grantee or sub- sure Form to
(3)	document for	ned shall require that the lar r sub-awards at all tiers (incorporative agreements) and	cluding subcor	itracts, sub-gr	ants, and contr	racts under grants,
was ma transac	ade or entered tion imposed ation shall be	a material representation of into. Submission of this c by Section 1352, Title 31, subject to a civil penalty o	ertification is a U.S. Code. A	a prerequisite ny person who \$10,000 and i	for making or fails to file th	entering into this ne required \$1,00,000 for each
2		resentative Signature		Frantee's Rep	resentative Tit	
Rock	Grantee Nam	PLANNING COMMISSIO	<u>ل</u>	8	12 12021 Date	. Participation of the Control of th

#### 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State 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 (I) (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.

Grantee Representative Signature

Grantee's Representative Title:

Print Grantee Name J Date

#### GRANT AGREEMENT EXHIBIT G

### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

DAM	ASSISTMENT DECETOR
Grantee Representative Signature	Grantee's Representative Title
ROCKINGERM PLANNING COMMISSION	8/2/2011
Grantee Name	/ / Date

#### GRANT AGREEMENT EXHIBIT H

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

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

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

Tadlher	Assistant Dicector
Grantee Representative Signature	Grantee's Representative Title
RochingHam PLANNING COMMISSIONS	8/2/2021
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.

Proving Companies thereinafter 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 the State 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 the State, 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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantec from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

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

Grantee Representative Signature

ASSISTANT DIEGETOL Grantee's Representative Title

Print Grantee Name: Rockingunia Planking Commissions

Date 8/2/2021

#### GRANT AGREEMENT EXHIBIT J

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

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

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

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

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

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

	needed information as outlined above to the State and to
comply with all applicable provisions of the	Federal Financial Accountability and Transparency Acc
DIMM	(Grantec Representative Title)
(Grantee Representative Signature)	(Grantee Representative Title)
Raking Ann Planning Commissi Grantee Name)	10N 8/2/20L1
Grantee Name)	(Date)

## GRANT AGREEMENT EXHIBIT J cont. CERTIFICATION

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

1. The DUNS number for your e	ntity is: <u>09-9363</u> 210
organization receive (1) 80 perceiontracts, subcontracts, loans, gr	on's preceding completed fiscal year, did your business or ent or more of your annual gross revenue in U.S. federal ants, sub-grants, and/or cooperative agreements; and (2) ross revenues from U.S. federal contracts, subcontracts, loans, ative agreements?
X_NO	YES
Ifth	ne answer to #2 above is NO, stop here.
If the answ	er to #2 above is YES, please answer the following:
business or organization through	periodic reports filed under section 13(a) or 15(d) of the (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
NO	YES
If th	e answer to #3 above is YES, stop
If the answ	er to #3 above is NO, please answer the following:
4. The names and compensation business or organization are as for	of the five most highly compensated officers in your bllows:
Name:	Amount:
Namc:	Amount:
Name:	Amount:
Name:	Amount:
Name	Âmount:

#### CERTIFICATE OF AUTHORITY/VOTE

I, Glenn Coppelman, Secretary of the Rockingham Planning Commission, (Hereinafter the (Name) (Title of Officer) (Regional Planning Agency Name)

"Planning Agency") a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:

- (1) I am the duly elected and acting Secretary of the Planning Agency;
  (Title of Officer)
- (2) I maintain and have custody, and am familiar with the minute books of the Planning Agency;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Planning Agency has authorized on May 26, 2021, such authority to be in (Date of Meeting/Vote)

force and effect until revoked.

The person(s) holding the below listed position(s) are authorized to deliver on behalf of the Planning Agency any contract or other instrument for the sale of products and services:

Tim Roache	Executive Director
(Nanic)	(Position)
Dave Walker	assistant Director

- (5) Said authorization has not been modified, amended or rescinded and continues to be in full force and effect as of the date hereof.
- (6) I hereby understand that the State of New Hampshire will rely on this certificate as evidence that person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the Planning Agency. To the extent that there are any limits on the authority of any listed individual to bind the Planning Agency on contracts with the State of New Hampshire, all such limitations are expressly stated herein.

ΙH	AVE	HEREU	NTO se	my hand	as Secreta	iry of the	Planning	Agency this
	3rd	đay o	f aug	rust	, 202	1.		



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/4/2021

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 this certificate does not confer rights.							roquire an endorsomer	it. A sti	no tnemote
PRODUCER Liberty Mutual Insurance				CONTAI NAME:		<i>I</i>		aterite time and a second	·····
PO Box 188065			PHONE			FAX (A/C, No)	80	0-845-3666	
Fairfield, OH 45018				FMAR		······································	ice@LibertyMutual.com		***************************************
				and and the state of the	E.+ +		RDING COVERAGE		NAIC #
					INSURER A: Onio Casualty Insurance Company 24074				
INSURED			The control of the co	INSURER 8:					
Rockingham Planning Commission	n			INSURE	mone	**************************************	The state of the s	1	
156 Water St Exeter NH 03833				INSURE		<del> </del>			***************************************
				INSURF	RE:	**************************************			
				INSURE	RF;		The second contract of		Walter and the second s
COVERAGES CER	TIFIC	ATE	NUMBER: 63230119				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R. CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	EME AIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN'	Y CONTRACT	OR OTHER I	DOCUMENT WITH RÉSPE D HEREIN IS SUBJECT T	CT TO V	WHICH THIS
INSR   TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP	LIM:	TS	w
A COMMERCIAL GENERAL LIABILITY			BZO58281160		7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 2,000	,000
CLAMS-MADE / OCCUR							PREMISES (Ea occurrence)	\$2,000	<u> </u>
✓ Businessowners						nonanananananananananananananananananan	MED EXP (Any one person)	\$ 15,00	
							PERSONAL & ADV INJURY	\$2,000	
GENE AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000	,000
✓ POLICY PRO- JECT LOC							PRODUCTS - COMPIOP AGG	\$4,000	,000
OTHER:				,		***************************************		\$	
A AUTOMOBILE LIABILITY			BAO58281160		1/11/2021	1/11/2022	COMBINED SINGLE LIMIT (Ex accident)	\$ 1,000	,000
ANY AUTO						national	BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident	5	
AUTOS ONLY AUTOS ONLY			•				PROPERTY DAMAGE (Per accident)	\$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	3	
DED RETENTIONS								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ER	1	-
ANYPROPRIETOR/PARTHER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.L. DISEASE - EA EMPLOYE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							EL DISEASE - POLICY LIMIT	s	
						pa-pa-pa-pa-pa-pa-pa-pa-pa-pa-pa-pa-pa-p			
	لــــا								
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORE	101, Additional Remarka Schedu	ia, may bi	e attached et mor	a apace is requir	eG)		
				04414	PILLATION.				
CERTIFICATE HOLDER				CANC	ELLATION	ALADA AND SERVICE OF THE SERVICE OF			
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord NH 03301					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				
				iravis	Shane	29.2045.40	ORD CORPORATION	All rial	ts reserved



#### CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primox³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primox³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member: Me	mber Number:							
Participating Mamber: Me	Company Affording Coverage:							
Rockingham Regional Planning Commission 5 156 Water Street Exeter, NH 03833	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624							
Type of Coverage	Effective Date	Expiration		Limits - NH Statutory Limits May Apply, if N	ot			
General Liability (Occurrence Form)	(mm/dd/yyyy)	(mm/dd/y	XXX)	Each Occurrence	***************************************			
Professional Liability (describe)				General Aggregate				
Claims Occurrence				Fire Damage (Any one fire)	Information accept			
				Mod Exp (Any one person)	0.488800088888888			
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate				
X Workers' Compensation & Employers' Liability	1/1/2021	1/1/2021 1/1/202		X Statutory	HARRIST STATE OF STAT			
		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Each Accident \$2,000,000				
				Disease - Each Employee \$2,000,000				
				Disease Policy Umit				
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	photosia (Control of Control of C			
Description: Proof of Primex Member coverage only.								
	Loss F		I 6	3 633 69 5 4 1 89 7 5 5 6				
CERTIFICATE HOLDER: Additional Covered Party		x3 - NH Public Risk Management Exchange						
	By: Mary Eeth Puredl							
Office of Planning & Development	Date: 8/5/2021 mpurceli@nhprimex.org							
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301	Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone							

### ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)
The State of New Hampshire and the Grantee hereby mutually agree as follows:

L. GENERAL PROVISIONS: IDENTIFICATION.	
1.1. State Agency Name: Department of Business and Economic Affairs	
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301	
1.3. Grantce Name: Southern New Hampshire Planning Commission	
1.4. Grantee Address: 438 Dubuque Street, Manchester, NH 03102	
1.5 Grantee Telephone Number: (603) 669-4664	
.6. State Vendor Number: 154521	
.7. Completion Date: December 31, 2022	
.8. Grant Amount not to exceed: \$100,000.00	
9. Grant Officer for State Agency:	
.10. State Agency Telephone Number: (603) 271-2591	
.11. Grantee Signature: Designated Signing Authority	
Tr. Grance dignature. Designated digning rivinority	
Sylva ru Olla Date: August 3, 2021	
Signature Print Name: Sylvia von Aulock Title: Executive Director	
.12. State of New Hampshire Signature:	
Date: 8/11/2021	
Signature  Print Name: Taylor Caswell  Title: Commissioner	
.13. Approved as to form substance and execution NH Department of Justice:	
Isl Stacie M. Maeses Date: August 17, 2021	
Signature	
Print Name: Stacie M. Moeser Title: Attorney	
.14. Approved by NH Governor and Council: Date:	Municipation and

Initials SA Date 4/3/71 Page 1 of 22

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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

I. Grantee, SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data:
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

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#### GRANT AGREEEMENT 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(ayknmg2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

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#### GRANT AGREEMENT EXHIBIT C

#### Special Provisions

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
  Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
  Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R.
  Part 200 as amended are considered legally binding and enforceable documents under this contract. The
  State 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.
  - 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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### 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:

Department of Business and Economic Affairs
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)

Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102

Check if there are workplaces on file that are not identified here.				
Southern New Hampshire Planning Commission	8/3/2021 - 12/31/2022			
Grantee Name	Period Covered by this Certification			
Sylvia von Aulock, Executive Director  Name and Title of Authorized Grantee Representative				
sylvan Ollol	8/3/2021			
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 Fu	nd
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Contract Period: Upon Governor & Executive Council Approval through 12/31/2022

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 E-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.

Sylva ru Qulal	Executive Director		
Grantee Representative Signature	Grantee's Representative Title		
Southern New Hampshire Planning Commission	8/3/2021		
Grantee Name	Date		

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#### 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State may terminate this transaction for cause or default.

Initials SvA Date 8/3/Page 15 of 22

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

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

(i)	The Grantee certific	s to the best of its	knowledge and belief	, that it and its principals	5
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- (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.

Aglora willeland	Executive Director	
Grantee Representative Signature	Grantee's Representative Title:	
Southern New Hampshire Planning Commission	8/3/2021	

Southern New Hampshire Planning Commission
Print Grantce Name

Date

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#### **GRANT AGREEMENT EXHIBIT G**

# CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

By signing and submitting this Grant Agreement the Grantee agrees to make reasonable efforts to comply

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

with all applicable provisions of the Americans with Disabilities Act of 1990.

Southern New Hampshire Planning Commission

Grantee Name

Allera Calabo Executive Director
Glantee Representative Signature

Grantee's Representative Title

8/3/2021

Date

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#### **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.

of the residence	Executive Director	
Grantee Representative Signature	Grantee's Representative Title	
Southern New Hampshire Planning Commission	8/3/2021	
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.

SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION (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 the State 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 the State, 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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

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

Grantet Representative Signature

Executive Director

Grantee's Representative Title

Print Grantce Name: Southern New Hampshire Planning Commission

Date: 8/3/2021

#### GRANT AGREEMENT EXHIBIT J

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

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

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

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

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

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

The below named Grantee agrees to provide needed information as outlined above to the State and to

Initials S-A Date 8/3/2/ Page 21 of 22

## 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 DUNS number for	your entity is: 040232563
organization receive (1) 8 contracts, subcontracts, lo	anization's preceding completed fiscal year, did your business or 0 percent or more of your annual gross revenue in U.S. federal ans, grants, sub-grants, and/or cooperative agreements; and (2) innual gross revenues from U.S. federal contracts, subcontracts, loans, cooperative agreements?
X NO	YES
	If the answer to #2 above is NO, stop here
If the	answer to #2 above is VES, please answer the following:
business or organization th Securities Exchange Act o Revenue Code of 1986?	cess to information about the compensation of the executives in your trough periodic reports filed under section 13(a) or 15(d) of the f 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
NO	YES
	If the answer to #3 above is YES, stop
If the	e answer to #3 above is NO, please answer the following:
4. The names and compens ousiness or organization ar	sation of the five most highly compensated officers in your e as follows:
Name:	Amount:

Amount:

Name:

#### CERTIFICATE OF VOTE

I, Peter J. Griffin, do hereby certify that I am the duly elected and acting Vice Chairman of the Southern New Hampshire Planning Commission (SNHPC), a regional planning agency established pursuant to the laws of the State of New Hampshire (RSA 36). I hereby certify that, at a meeting of the SNHPC Executive Committee duly called and held on August 3, 2021, at which a quorum of members were present and voting, the following action was taken.

The SNHPC Executive Committee authorized the SNHPC Executive Director, Sylvia von Aulock, to execute any documents which may be necessary to effectuate the Regional Housing Needs Assessment contract with the New Hampshire Department of Business and Economic Affairs.

This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

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 Southern New Hampshire Planning Commission.

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice Chairman of the Southern New Hampshire Planning Commission on this 3'd day of August, 2021.

Peter J. Griffin

SNHPC Vice Chairman

STATE OF NEW HAMPSHIRE County of Hillsborough

On this the 316 day of April , 2021, before me Livele Monte OBA on the undersigned officer, personally appeared, Peter J. Griffin, who acknowledged himself to be the Vice Chairman of the Southern New Hampshire Planning Commission, and that he, as such Vice Chairman, being so authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Notary Public

(Official Seal)

Commission Expires:

COMMISSION EXPIRES UG. 14, 2024



#### **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs, in accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Mamber:	Member Number:		Comp	pany Affording Coverage.	
Southern New Hampshire Planning Commission 438 Dubuque Street Manchester, NH 03102	525		Bow 46 D	Public Risk Management Ex Brook Place Jonovan Street cord, NH 03301-2624	cchange - Primex <sup>3</sup>
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration (mm/dd/y		Limits - NH Statutory Limits	May Apply, If Not
X General Liability (Occurrence Form)	1/1/2021	1/1/202		Each Occurrence	\$ 5,000,000
Professional Liability (describe)	17112021	17 114.04	Ny W.	General Aggregate	\$ 5,000,000
Claims Occumence	4			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: Any auto	1/1/2021	1/1/202	22	Combined Single Limit (Each Accident) Aggregate	\$5,000,000 \$5,000.000
		p. 1000 (100) (1000 (1000 (1000 (1000 (100) (1000 (1000 (1000 (1000 (100) (1000 (1000 (1000 (100) (1000 (1000 (1000 (1000 (100) (1000 (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (1000 (100) (100) (1000 (100) (100) (100) (100) (1000 (100) (100			
X Workers' Compensation & Employers' Liabilit	1/1/2021	1/1/202	22	X Statutory	<u> </u>
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
X Property (Special Risk Includes Fire and Theft)	1/1/2021	1/1/202	22	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				,	
CERTIFICATE HOLDER		\	Dele	ex <sup>2</sup> – NH Públic Risk Manage	mark Evahanaa
CERTIFICATE HOLDER: Additional Covered Pa	arty Loss F	- ay 00	By:	Mary Eeth Purcell	·
Office of Planning & Development Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301			Date	: 8/4/2021 mpurcell@nhp Please direct inquin Primex³ Claims/Coverag 603-225-2841 ph 603-228-3833 fz	es to: ga Services one

# ARPA STATE FISCAL RECOVERY FUND

# Grant Agreement (Sub-award Template)

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

1. GENERAL PROVISIONS; IDENTIFICATION.	
1.1. State Agency Name: Department of Business and Economic Affairs	
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301	
1.3. Grantee Name: Strafford Regional Planning Commission	
1.4. Grantee Address: 150 Wakefield Street Rochester, NH 03867	
1.5 Grantee Telephone Number: 603-994-3500	
1.6. State Vendor Number: 155570	
1.7. Completion Date: December 31, 2022	
1.8. Grant Amount not to exceed: \$100,000.00	
1.9. Grant Officer for State Agency:	
1.10. State Agency Telephone Number: (603) 271-2591	
1.11. Grantee Signature: Designated Signing Authority	
Date: 8 4 202 Signature Print Name: Jennifer Czysz, AICP Title: Executive Director	4.
1.12. State of New Hampshire Signature:	
Date: 8/11/2021	
Signature Print Name: Taylor Caswell Title: Commissioner	
1.13. Approved as to form substance and execution NH Department of Justice:	
Isl Stacie M. Maeser Date: August 17, 2021 Signature Print Name: Stacie M. Moeser Title: Attorney	ona.
1.14. Approved by NH Governor and Council: Date:	

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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 11.R. 1319, Section 9901, for which Grantee has not received payment or reimbursement from any other source, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

## 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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, Strafford Regional Planning Commission, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data:
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

d. To make necessary investments in water, sewer, or broadband infrastructure.

- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantce shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantce shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

#### GRANT AGREEEMENT EXHIBIT B

## Methods and Conditions of Payment

Grantec 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(ayknmg2baf0aop3zgrqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantce over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

#### **GRANT AGREEMENT EXHIBIT C**

## **Special Provisions**

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
   Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
   Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R.
   Part 200 as amended are considered legally binding and enforceable documents under this contract. The
   State 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.

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 State 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 direct 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. 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 arc 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### **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:

Department of Business and Economic Affairs
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 Grantce 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)

Strafford Regional Planning Commission	August 4, 2021 - December 31, 2022
Grantee Name	Period Covered by this Certification
Jennifer Czysz, AICP, Executive Director	
Name and Title of Authorized Grantee Representative	

# 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 (i	indicate applicable program	covered): Coronavirus	State and Local Fiscal	Recovery Fund
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Contract Period: Upon Governor & Executive Council Approval through 12/31/2022

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 E-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.

Grantee Representative Signature

Strafford Regional Planning Commission

Grantee Name

Executive Director

Grantee's Representative Title

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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantce shall provide immediate written notice to State, to whom this Grant is submitted if at any time the Grantce 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 the State.
- (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 State, 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, incligible, 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 Grantec 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, State 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
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- (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 (I)
   (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.

CW/X	Executive Director	·
Grantee Representative Signature	Grantee's Representative Title:	***************************************
Strafford Regional Planning Commission	8/4/2021	
Print Grantee Name	Date	

#### GRANT AGREEMENT EXHIBIT G

### CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

WINDS	Executive Director	
Orantee Representative Signature	Grantee's Representative Title	
Strafford Regional Planning Commission	8 4 2021	
Grantae Name	Date	

#### **GRANT AGREEMENT EXHIBIT H**

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

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Grant Agreement the Grantee certifies that it will comply with the requirements of the Act.

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

ul I	Executive Director	٠
Grantee Representative Signature	Grantec's Representative Title	
Strafford Regional Planning Commission	0/4/2021	
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.

Strafford Regional Planning (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 the State 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 transferce 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 the State, 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 Grantec 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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### **Grantee Certification**

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

Executive Director

Grantee's Representative Title

Print Grantee Name: Strafford Regional Planning Commission

Grantee Representative Signature

Date 8/4/21

#### **GRANT AGREEMENT EXHIBIT J**

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

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

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

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

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

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

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

CU 462 X	Executive Director
(Orantee Representative Signature)	(Grantee Representative Title)
	01.1
Strafford Regional Planning Commission	8/4/21
(Grantce Name)	(Date)

### GRANT AGREEMENT EXHIBIT J cont. CERTIFICATION

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

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

1. The DUNS number for your entity is: 791678188

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

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

3. Does the public have access to information ab-	out the compensation of the executives in your
business or organization through periodic reports	s filed under section 13(a) or 15(d) of the
Securities Exchange Act of 1934 (15 U.S.C.78m	(a), 78o(d)) or section 6104 of the Internal
Revenue Code of 1986?	
NO	YES

If the answer to #3 above is YES, stop

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

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

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	. Amount:
Name:	Amount:

#### CERTIFICATE OF VOTE

I, Thomas Crosby, Jr, Treasurer of the Strafford Regional Planning Commission, do hereby certify that:

- 1) I am the duly elected Treasurer;
- At the meeting held on July 16, 2021, the Strafford Regional Planning Commission voted to authorize the Executive Director, and in his/her absence the acting Executive Director, to sign & execute any contracts for SRPC;
- 3) This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 4) The following person has been appointed to and now occupies the office indicated in (2) above: Executive Director Jennifer Czysz

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the

Strafford Regional Planning Commission,

Thomas Crosby, Jr., Treasurer

STATE OF NEW HAMPSHIRE County of Strafford

On this the day of Quy \$\frac{1}{2021}, before me

Thomas Crosby, Jr., who acknowledged him/herself to be the Treasurer of the Strafford Regional Planning Commission being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Notary Public

In witness whereof, I have set my hand and official seal.

Megan E. Taylor-Fetter Commission Expiration Date: (Seal) State of New Hampshire

Notary Public - Justice of the Peace

My Commission Expires March 3, 2026

AUTH



#### CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>3</sup> is antitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims peid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage 8 (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

aller the coverage allerded by the coverage estagones in	Stoo Dolow.				
Participating Member,	Member Number.	[ C	Company Affording Coverage:		
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	B 4	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH, 03301-2624		
Type of Coverage	Effective Date	Expiration Date		May Apply	
X General Liability (Occurrence Form)	7/1/2021	7/1/2022	Cook Ossueson	\$ 1,000,000	
Professional Liability (describe)	77172027	1,02022	General Aggregate,	\$ 2,000,000	
Claims Occurrence			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
Automobile Llability Deductible Comp and Colli			Combined Single Limit (Each Accident) Aggregate		
Workers' Compensation & Employers' Lial	hilibr		Statutory		
Troikers Compensation a Employers Clar	,,,,,,	,	Each Accident	······································	
			Disease - Each Employee		
			Disease Policy Lmit	,	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Grant. The certificate holder is name negligence or wrongful acts of the member, its emplifiability resulting from the negligence or wrongful act officers, directors or affiliates is not covered.	loyees, agents, officials	s or volunteers	s. This coverage does not exten	nd to others. Any	
CERTIFICATE HOLDER: X Additional Covere	d Party Loss F		rimex <sup>a</sup> – NH Public Risk Manage ly: <i>Wang Bedi Punedi</i>	ment Exchange	
Office of Observed Boundary	Maring and Control of the Control of			točanska skop	
Office of Planning & Development Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301		.	Please direct inquir Please direct inquir Primex <sup>2</sup> Claims/Coverag 503-225-2841 ph	es 10: la Services	



#### CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>3</sup> is entitled to the categories of coverage sot forth bolow. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>1</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

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Participating Member:	Member Number:		Сотр	any Affording Coverage:	······································
Strafford Regional Planning Commission 150 Wakefield Street, Suite 12 Rochester, NH 03867	562	NH Public Risk Management Excha Bow Brook Ptace 46 Donovan Street Concord, NH 03301-2624		ixchange - Primex³	
Type of Coverage	Effective Date	U Expiration		Lumits - NH Statutory Limit	s May Apply, If Not
General Liability (Occurrence Form) Professional Liability (describe)  Claims Made Occurrence				Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	
Automobile Liability Deductible` Comp and Coll:  Any auto			808-100-100 to 100-100-100	Combined Single Limit (Esch Accident) Aggregate	
X Workers' Compensation & Employers' Liabilit	y 1/1/2021	1/1/20	22	X Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
Property (Special Risk includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.		Å			,
CERTIFICATE HOLDER: Additional Covered Pr	arty Loss I	Daves	Orima	ax' - NH Public Risk Manag	ament Evchange
VERTIFICATE ROLDER.   Additional Covered P.	Pity I LUSS !	2) 88	By:	Many Beck Purcell	amont evensula
Office of Planning & Development			Date:	8/4/2021 mpurcell@nh	primax.org
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301				Please direct inqui Primex <sup>3</sup> Claims/Covers 603-225-2841 pl 603-226-3833	ge Services hone

### ARPA STATE FISCAL RECOVERY FUND

### Grant Agreement (Sub-award Template)

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

I. GENERAL PROVISIONS: IDENTIFICATION.					
1.1. State Agency Name: Department of Business and Economic Affairs					
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301					
1.3. Grantee Name: Southwest Region Planning Commission					
1.4. Grantce Address: 37 Ashuelot Street, Keene, NH 03431					
1.5 Grantee Telephone Number (603) 357-0557					
1.6. State Vendor Number: 155492					
1.7. Completion Date: December 31, 2022					
1.8. Grant Amount not to exceed: \$100,000.00					
1.9. Grant Officer for State Agency:					
1.10. State Agency Telephone Number: (603) 271-2591					
1.11. Grantee Signature: Designated Signing Authority					
Date: 8/5/21					
Signature V Print Name: Tim Murphy Title: Executive Director					
1.12. State of New Hampshire Signature:					
(le					
Signature Date: 8/11/2021					
Print Name: Taylor Caswell Title: Commissioner					
1.13. Approved as to form substance and execution NH Department of Justice:					
1st Stacie M. Maeser Date: August 17, 2021					
Signature Print Name: Stacie M. Moeser Title: Attorney					
1.14. Approved by NH Governor and Council: Date:					

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

#### 9. EVENTOF 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 State 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 State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee;

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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, Southwest Region Planning Commission, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - a. forecasting future housing needs and fair share analysis, which takes into account 2020 Census data:
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or used in individual communities.

#### January – December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantee is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.1) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

#### GRANT AGREEEMENT 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(aykning2balDaop3ygrqfkgax))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantec only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

#### GRANT AGREEMENT EXHIBIT C

#### **Special Provisions**

- Fund payments are largely subject to the requirements of the Uniform Guidance (2 C.F.R. Part 200).
  Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform
  Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R.
  Part 200 as amended are considered legally binding and enforceable documents under this contract. The
  State 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.
  - 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 State 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 direct 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 Grantce 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### 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:

Department of Business and Economic Affairs
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 Grantce 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 ide	entified here.
Southwest Region Planning Commission	8/5/21 - 12/31/22
Grantee Name	Period Covered by this Certification
Tim Murphy, Executive Director	
Name and Title of Authorized Grantee Representative	
the Murphy	8/5/21
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 Fund.

Contract Period: Upon Governor & Executive Council Approval through 12/31/2022

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 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, 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.

Rim Murphy	Executive Director	
Grantee Representative Signature	Grantce's Representative Title	
Southwest Regional Planning Commission	8/5/21	
Grantee Name	Date	

#### GRANT AGREEMENT EXHIBIT F - Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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 State 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 the State 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, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State 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

The Grantec certifies to the best of its knowledge and belief, that it and its principals:

(1)

	(a)		, proposed for debarment, declared ineligible, or insactions by any Federal department or agency;				
	(b)	judgment rendered against them for with obtaining, attempting to obtain transaction or a contract under a put	preceding this Grant been convicted of or had a civil commission of fraud or a criminal offense in connection, or performing a public (Federal, State or local) plic transaction; violation of Federal or State antitrust ment, theft, forgery, bribery, falsification or destruction of receiving stolen property;				
	(c)	*	vise criminally or civilly charged by a governmental entity ission of any of the offenses enumerated in paragraph (I)				
	(d)	have not, within a three-year period (Federal, State or local) terminated	preceding this Grant, had one or more public transactions 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.						
		tren Murphy	Executive Director				
		tee Representative Signature	Grantee's Representative Title:				
South	west R	egion Planning Commission	8/5/21				
	Print	Grantce Name	Date				

#### GRANT AGREEMENT EXHIBIT G

# CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

lles blurply	Executive Director	
Grantee Representative Signature	Grantee's Representative Title	
Southwest Region Planning Commission	8/5/21	
Grantee Name	Date	

#### GRANT AGREEMENT EXHIBIT H

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

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

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

brus Murphy	Executive Director			
Grantee Representative Signature	Grantee's Representative Title			
Southwest Region Planning Commission	8/5/21			
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.

Southwest Region Planning Commission (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 the State 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 the State, 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 the State. 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 unnecessarity 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferces, 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 the State).

Grantee Representative Signature

Executive Director

Grantee's Representative Title

Print Grantee Name: Southwest Region Planning Commission Date: 8/5/21

#### **GRANT AGREEMENT EXHIBIT J**

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

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

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

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

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

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

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

The murphy	Executive Director	*
(Grantee Representative Signature)	(Grantee Representative Title)	
Southwest Region Planning Commission	8/5/21	
(Grantee Name)	(Date)	

#### GRANT AGREEMENT EXHIBIT J cont. CERTIFICATION

As the Grantce 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 DUNS number for your entity is: 073983926
- •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

### 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:

The 8-5-21

### CERTIFICATE OF AUTHORITY/VOTE

1, Gus Lerandeau, Vice-Chairman of the Southwest Region Planning Commission (Name) (Title of Officer) (Regional Planning Agency Name) (Hereinafter the "Planning Agency") a regional planning commission established pursuant to the				
(Hereinaster the "Planning Agency") a regional planning commission established pursuant to the laws of the State of New Hampshire (RSA 36: 45-53), hereby certify that:				
	(Officer)			
<ul> <li>(2) I maintain and have custody, and am familiar with the minute books of the Planning Agency;</li> <li>(3) I am duly authorized to issue certificates with respect to the contents of such books;</li> <li>(4) That the Planning Agency has authorized on August 5, 2021, such authority to be in (Date of Meeting/Vote)</li> </ul>				
				force and effect until revoked.
The person(s) holding the below listed position(s) Agency any contract or other instrument for the se	are authorized to deliver on behalf of the Planning ale of products and services:			
Tim Murphy	Executive Director			
(Nume)	(Position)			
(Name)	(Position)			
(5) Said authorization has not been modiffull force and effect as of the date here	ied, amended or rescinded and continues to be in cof.			
evidence that person(s) listed above of they have full authority to bind the Pla limits on the authority of any listed in	New Hampshire will rely on this certificate as urrently occupy the position(s) indicated and that anning Agency. To the extent that there are any dividual to bind the Planning Agency on contracts such limitations are expressly stated herein.			
I HAVE HEREUNTO set my hand as Vice-C	Chairman of the Planning Agency this			
5th day of August , 2021				
Series and				



#### CERTIFICATE OF COVERAGE

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

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

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Mambar:	Member Number:	Company Affording Coverage:					
Southwest Region Planning Commission 37 Ashuelot Street Keene, NH 03431	566		NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624				
Type of Coverage	Effective Date (mm/dd/yyyy)	; Expiration (mm/dd/y		Limits - NH Statutory Limits May Apply, If Not			
General Liability (Occurrence Form)				Each Occurrence			
Professional Liability (describe)	Proposition			Gene	ral Aggregate		
Claims Occurrence				Fire Damage (Any one fire)			
				Med Exp (Any one person)			
Automobile Liability Deductible Comp and Coll:  Any auto				Combined Single Limit (Each Accident) Aggregate			
X Workers' Compensation & Employers' Liabili	ty 1/1/2021	1/1/202	12	X	Statutory		
	1/1/2021	1/1/202			Acadent	\$2,000,000	
				Disease Each Employee		\$2,000,000	
	at or a second s			Disease Policy Limit			
Property (Special Risk includes Fire and Theft)	į.				at Limit, Replacement unless otherwise stated)		
Description: Proof of Primex Member coverage only.							
ACRES COLORED LA COLOR							
CERTIFICATE HOLDER: Additional Covered Party Loss Payee				Primex3 - NH Public Risk Management Exchange			
				By: Mary Esth Purcell			
Dept. Business & Econ. Affairs/Planning & Dev.				Date: 8/4/2021 mpurcell@nhpnmex.org			
100 N. Main St., Ste 100 Concord, NH 03301			Please direct inquires to: Primex <sup>a</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax				



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 08/03/2021

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 policylles) 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). CONTACT CL Support Clark I NAME: (303) 352-2121 FAC No. Esti: (303) 352-2121 E-WAL ADDRESS: Clsupport@clark-m CL Support Clark Mortenson FAX (AKC, Not. Clark Mortenson Insurance (803) 357-8491 PQ Box 806 clsupport@clark-mortenson.com INSURER(S) AFFORDING COVERAGE NAIC # Keena NH 03431 Ohio Security Insurance Company 24082 INEURER A INSURER B: Ohio Casualty Insurance Company 24074 (MEMBER) Southwest Region Planning Commission Inc. INSURER C 37 Ashuelot St INSURER D INSURER E Keene NH 03431 INSURER F : 21/22 COI Master COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE HERN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING MY 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. DOOL SUUN POLICY EFF POLICY EXP TYPE OF INEURANCE POLICY NUMBER LTR EASO MAD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO REHTED PREMISES (Ex BOOMSHOP) CLAMS-MADE X OCCUR 300,000 15,000 MED EXP (Any one person) BKS58835807 07/01/2022 1,000,000 07/01/2021 PERSONAL & ADVINJURY 2,000,000 DENT ADDREDATE LIMIT APPLIES PER GENERAL AGGREGATE POLICY PRO-2 000 000 PRODUCTS - COMPYOR AGG OTHER COMPLETE DEMOCE LIMIT 3 1,000,000 AUTOMOBILE LIABILITY X ARIY AUTO BODILY INJURY (Per person) OWNED AUTOB ONLY HIRLD AUTOB ONLY AUTOS AUTOS AUTOS OHLY 08/13/2022 BAO58635807 08/13/2021 BOOKLY INJURY (Per accident) PROPERTY DAMAGE 3 \$ UMBRELLA LIAD EACH COGURRENCE AGGREGATE RETENTION DED WORKERS COMPENSATION STATUTE AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE DEFICERMEN BER EXCLUDED? E L. DIBEASE - EA EMPLOYEE If yes, describe under CESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, way be attached if more space is required)

Office of Planning & Development is included as an Additional Insured under General Liability per the terms and conditions of form CG9810.

CERTIFICATE HOLDER	CANCELLATION				
Dept of Business Economic Affairs Office of Planning & Development 100 North Main Street Ste 100	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED DEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IM ACCORDANCE WITH THE POLICY PROVISIONS.				
100 dour wast 25 ag 500	AUTHORIZED REPRESENTATIVE				
Concord NH 03301	Wants Minkele				
	© 1988-7015 ACORD CORPORATION All rights reserved				

### ARPA STATE FISCAL RECOVERY FUND

Grant Agreement
(Sub-award Template)

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

1. GENERAL PROVISIONS: IDENTIFICATION.
1.1. State Agency Name: Department of Business and Economic Affairs
1.2. State Agency Address: 1 Eagle Square, Concord, NH 03301
1.3. Grantee Name: Upper Valley Lake Sunapee Regional Planning Commission
1.4. Grantee Address: 10 Water Street Suite 225, Lebanon, NH 03766
1.5 Grantee Telephone Number: 603-448-1680
1.6. State Vendor Number: 154385
1.7. Completion Date: December 31, 2022
1.8. Grant Amount not to exceed: \$100,000.00
1.9. Grant Officer for State Agency:
1.10. State Agency Telephone Number:(603) 271-2591
1.11. Grantee Signature: Designated Signing Authority
Meyer Botto Date: 8/3/21
Meyer Botto Date: 0/3/21 Signature Print Name: Meghan Butts Title: Executive Director
1.12. State of New Hampshire Signature:
Date: 8/11/2021
Signature Print Name: Taylor Caswell Title: Commissioner
.13. Approved as to form substance and execution NH Department of Justice:
Isl Stacie M. Meeser Date: August 17, 2021
Signature Print Name: Stacie M. Moeser Title: Attorney
.14. Approved by NH Governor and Council: Date:

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the State's award under the Coronavirus State and Local Fiscal Recovery Fund ("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, FAIN No. SLFRP0145, to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "State"), 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, to respond to the public health emergency and its negative economic impact by completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments, which will provide specific housing needs information for the region served by the Agency that will be necessary for the State and local governments to respond in a coordinated and unified manner to the affordable housing challenge, which has been exacerbated by the pandemic.

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

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

This Agreement, is entered into and authorized by the State's Joint Legislative Fiscal Committee and the Governor and Executive Council and all obligations of the parties hereunder shall become effective on the date of execution of this Agreement by the State ("the effective date").

Except as otherwise specifically provided herein, this Grant, including all activities and reports required by this Agreement, shall be completed in their entirety prior to December 31, 2022.

#### 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 State, the State shall pay the Grantee the Grant Amount.

The payment by the STATE of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee 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 state or federal funding that may be available. However, under this Agreement, the State 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 State, the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, 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 State 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 State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

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

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

Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, 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 State 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 State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

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 STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
- 13. ASSIGNMENT AND SUBCONTRACTS. The Grantce shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State.
- 14. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penaltics asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

#### 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantec.
- 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 State's Joint Legislative Fiscal Committee if required, or the Governor and Council of the State of New Hampshire if required, or by the signing State Agency.

- 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, Upper Valley Lake Sunapee Regional Planning Commission, will use the grant funds for completing assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Funding provided under this grant agreement is subject to the additional conditions:

#### Deliverables:

#### September - December 2021

- A. Grantee agrees to participate in and cooperate with the State Office of Planning and Development (OPD) in the development of a streamlined methodology, which all regional planning commissions will use to prepare and update regional housing needs assessments. The agreed-upon methodology will include:
  - forecasting future housing needs and fair share analysis, which takes into account 2020 Census data;
  - b. data sets to be used and assumptions;
  - c. methods for regional housing needs assessments to address housing needs of specific subpopulations as outlined in the Council on Housing Stability 3-year plan recommendation; and
  - d. toolkit of strategies that can be adapted or use in individual communities.

#### January - December 2022

- B. Grantee shall complete assessments of the regional need for housing for persons and families at all levels of income, which shall include completing a Fair Housing and Equity Assessment consistent with U.S. Department of Housing and Urban Development (HUD) guidance for Fair Housing and Equity Assessments. Grantee may subcontract with third parties to complete the assessments. Where a subcontract is used, Grantee shall remain responsible for ensuring that the assessments are completed in compliance with the methodology set forth in paragraph A.
- 2. Grantee agrees and covenants that the funds will be used solely for an allowable purpose 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, defined as expenditures by December 31, 2022:
  - a. To respond to the public health emergency with respect to the Coronavirus Discase 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. For the provision of government services to the extent of the reduction in revenue of such State,

territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; or

- d. To make necessary investments in water, sewer, or broadband infrastructure.
- 3. To the extent that Grantce is making sub-awards from this award, Grantee shall develop and use a template for sub-awards that will be subject to review and approval by State before use to ensure that the sub-awards contain 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 interim rules on allowable uses of CSLFRF funds (Exhibit A.I) and any subsequent final rules, and the U.S. Treasury's Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of CSLFRF funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
- 5. Grantee may charge direct and indirect costs as provided by 2 CFR Subpart E, Cost Principles.
- 6. Reporting: Grantee shall provide monthly reports electronically to the State grant officer by mail or other electronic means subsequently designated by State by the 15th of the month detailing the expenses and costs incurred. The Grantee shall break down the reporting by facility location at the town level.
- 7. Any portion of the grant not expensed by Grantee for allowable services performed before December 31, 2022 will not be paid and if paid, must be returned to the State with the final closeout report described in Exhibit C. If the project(s) are not completed by December 31, 2022 the State will not be liable for any further payment. However the Grantee agree and acknowledges that it shall be their sole responsibility to complete the project.
- 8. Unique entity identifier and System for Award Management (SAM)-Required. Grantees must (i) Be registered in SAM before entering into this Agreement; (ii) provide a valid unique entity identifier to State; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. EXHIBIT I and 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-award recipients.
- 9. The U.S. Treasury may issue subsequent or further guidance on allowable uses of CSLFRF funds. Therefore State may periodically issue Subgrantee Guidance (SG) and Subgrantee Notices (SN) or other clarifications as necessary. All such changes shall be considered as incorporated into this Agreement. The Grantee agrees to abide by any SG, SN or other instructions issued by State.

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#### GRANT AGREEEMENT 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/yendorregistration/(S(ayknmu2ba@aop3zurqfkgnx))/welcome.aspx

Payment will be by check or ACH, depending on the vendor registration.

In consideration of the satisfactory performance of the services described in Exhibit A, as determined by the Office of Planning and Development (OPD), the State agrees to pay the Grantee, the following with the authority to adjust encumbrances in each fiscal years through the Budget Office if needed and justified:

- FY22: \$50,000 (fifty thousand dollars) over the course of State FY22 (Upon Governor and Executive Council Approval to June 30, 2022)
- FY23: \$50,000 (fifty thousand dollars) over half of State FY23 (July 1, 2022 to December 31, 2022)
- The total amount to be paid to the grantee over the 2 State fiscal years is \$100,000

Drawdowns from the total grant amount will be paid to the Grantee only after written documentation of expenses has been incurred and conform to the allowable costs as defined by federal law or applicable rules or federal guidance or the award terms accepted by the State upon receiving payment of CSLFRF funds from the U.S. Department of Treasury.

#### 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). Grantee shall refer to the Assistance Listing for details on the specific provisions of the Uniform Guidance that do not apply, which is available on beta.SAM.gov. The applicable provisions of 2 C.F.R. Part 200 as amended are considered legally binding and enforceable documents under this contract. The State 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.
  - 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 State 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 direct 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. 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 the State."

"26. CLOSE OUT OF CONTRACT. By January 15, 2023 Grantee shall submit a final report electronically to the State grant officer by e-mail or other electronic means subsequently designated by State of the uses of the grant funds through December 31, 2022, and shall break down the reporting by facility location at the town level. In the event that Grantee has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall be returned with the final report to State, by check payable to Treasurer, State of New Hampshire.

#### 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. 70) 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:

Department of Business and Economic Affairs
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

Initials MLB Date 8/3/2 Page 12 of 22

- (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)

10 Water Street, Suite 225, Lebanon, New Hampshire 03766

Check if there are workplaces on file that are not identified her	re.
Upper Valley Lake Sunapee Pregional Planning Commission Grantee Name Period	8/3/2021 - 12/31/2022
Grantee Name Period	Covered by this Certification
Meghan Butts Executive Director Name and Title of Authorized Grantee Representative	A AA A
Weghen Botto Grantee Representative Signature	9/3/21
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 ap	olicable program covered): Coronavirus State and Local Fiscal Recovery Fund
*	
Contract Period:	Upon Governor & Executive Council Approval through 12/31/2022

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 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, 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.

Walter Executive Divector

| Executive Divector |
| Grantee Representative Signature |
| Grantee 's Representative Title |
| Upper Valley Lake Surance Regional Planning Commission 8/3/24
| Grantee Name | Date

#### GRANT AGREEMENT EXHIBIT F - Debarment

The Grantee identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 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 Grantec 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 State 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 the State determined to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroncous certification, in addition to other remedies available to the Federal Government, State may terminate this transaction for cause or default.
- (4) The Grantee shall provide immediate written notice to State, 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 the State.
- (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 State, 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, State 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 Grantce cert	ifies to the bes	t of its knowled	ge and belief, th	nat it and its principals
-----	------------------	------------------	------------------	-------------------	---------------------------

- 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 (I) (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.

Man Manager Grantee Representative Signature	Executive Director
Grantee Representative Signature	Grantee's Representative Title:
Meghan Rutts Print Grantee Name	8/3/21
Print Grantee Name	Date

#### GRANT AGREEMENT EXHIBIT G

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

MAL BATALS

| Excusive Director |
| Grantee Representative Signature | Grantee's Representative Title

| Upper Valley Lake Sunapee Regional Planning Commission | 8/3/21 |
| Grantee Name | Date

initials Med Date Mapage 17 of 22

#### 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.

My Executive Director

Grantee Representative Signature

Grantee's Representative Title

Upper Valley Lake Sumper Acgional Planning Commission 8/3/21
Grantee Name Bate

#### 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.

UpperValley Lake Sunapee Regional Planning Commission

(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 the State 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 the State, 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

Initials MUD Date That Page 19 of 22

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 the State. 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 the State, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Grantee from the use of ARPA funds extended by the State 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 the State, 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 the State including installment payments on account after such data of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Grantee.

#### Grantee Certification

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

Grantee Representative Signature

Grantee's Representative Title

Executive Director

Print Grantee Name:

Date 8

Upper Valley Lake Sunaper Regional Planning Commission

Initials MB Date Syspage 20 of 22

#### GRANT AGREEMENT EXHIBIT J

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

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

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

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

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

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

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

When the Executive Director (Grantee Representative Title)

Grantee Name) (Date)

Initials Date date, Page 21 of 22

#### 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 DUNS number for your entity is: 6243931380000
- 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?

NOY	E	
NOY		E

Name: \_\_\_

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

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

business or organization through	periodic reports filed under section 13(a) or 15(d) of the (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal
Revenue Code of 1986?	
NO	YES
If th	e answer to #3 above is YES, stop
If the ansv	ver to #3 above is NO, please answer the following:
4. The names and compensation business or organization are as f	of the five most highly compensated officers in your ollows:
Name:	Amount:

Amount: \_\_\_\_

#### Certificate of Vote

I, Mark Burger, Secretary/Assistant Treasurer for the Upper Valley Lake Sunapee Regional Planning Commission, Lebanon, New Hampshire, do hereby certify that:

- Under the provisions of Article VI, Section 1 (M) of the Upper Valley Lake Sunapee Regional Planning Commission bylaws, Meghan Butts, Executive Director, is duly authorized to enter into a contract with the New Hampshire Department of Business and Economic Affairs.
- At the August 3<sup>rd</sup>, 2021, Upper Valley Lake Sunapee Regional Planning Commission meeting, the Commission voted to accept the ARPA State Fiscal Recovery Fund funding and enter into a contract with the New Hampshire Department of Business and Economic Affairs for the Fiscal Year 2022-2023.
- 3. This authorization has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof.
- 4. The following person has been appointed to and now remains in the office indicated in 2 above: Meghan Butts, Executive Director.

IN WITNESS THEREOF, I have hereunto set my hand as the Secretary/Assistant Treasurer of the Upper Valley Lake Sunapee Regional Planning Commission in Lebanon, New Hampshire, on this 3rd day of August 2021.

Secretary/Assistant Treasurer of the Commission

State of New Hampshire / County of Grafton

On this the 3<sup>rd</sup> of August, before me, Anne MacEwan (Notary/Commissioner of Deeds) personally appeared Mark Burger, who acknowledged him to be the Secretary/Assistant Treasurer of the Commission, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

IN WITNESS THEREOF, I hereunto set my hand and seal.

(Notary Public/Commissioner of Deeds)

ANNE D. MacEWAN, Notary Public My Commission Expires September 11, 2025



#### CERTIFICATE OF COVERAGE

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

Each member of Primex<sup>9</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Coverad Party's per occurrence limit, shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>2</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Participating Member:	Member I	Yumber:	Comp	any Affording Coverage:	
Upper Valley Lake Sunapee Regional Planning Commiss 10 Water Street, Ste 225 Lebanon, NH 03766	ion 570		Bow 46 D	Public Risk Management Ex Brook Place lonovan Street cord, NH 03301-2624	schange - Primex <sup>9</sup>
Type of Coverage Effective Date Effective Date (mm/dd/yyy) (mm/dd/y				:Limite - NH Statutory Limits May Apply	
X General Liability (Occurrence Form)	7/1/2021 7/1/2022			Each Occurrence	\$ 1,000,000
Professional Liability (describe)  Claims Occurrence				General Aggregate Fire Damage (Any one fire)	\$ 2,000,000
			Med Exp (Any one person)		
X Automobile Liability Deductible Comp and Coll: \$1,000  Any auto	7/1/2021	7/1/20	22	Combined Single Limit (Each Accident) Aggregate	Included in the above
Workers' Compensation & Employers' Liability				Statutory	
announced to the same of the s				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
Property (Special Risk Includes Fire and Theft)				Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: With regards to the ARPA State Fiscal Recomby to the extent liability is based solely on the negligence. This coverage does not extend to others. Any liability result their employees, agents, contractors, members, officers, of the contractors of the contractors.	e or wrongful ac liting from the n	ts of the me agligence or	mber, wrong	its employees, agents, office of the Additional C	cials or volunteers.
CERTIFICATE HOLDER: X Additional Covered Party Loss Payee			Primex* - NH Public Risk Management Exchange		
	~~~		Ву:	Mary Beth Purcell	
NH Dept. Business & Econ. Affairs/Planning & Dev.			Date	: 8/4/2021 mpurcell@nh	orimex.org
100 N. Main St., Ste 100 Concord, NH 03301		Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax			



Participating Mamber:

#### **CERTIFICATE OF COVERAGE**

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bytews, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage 8 (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions). D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

Member Number:

Company Affording Coverage:

Upper Valley Lake Sunapee Regional Planning Commissi 10 Water Street, Ste 225 Lebanon, NH 03766	ion 570	B 4	H Public Risk Management Exchange - Primex <sup>3</sup> ow Brook Place 6 Donovan Street oncord, NH 03301-2624	
Type of Coverage Effective Date Expiration Date (mmiddlyyyv) (mmiddlyyyv)		O Company   India Mary Arialy (Chiefe		
General Liability (Occurrence Form)		1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Each Occurrence	
Professional Liability (describe)			General Aggregate	
Claims Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: \$1,000  Any auto		,	Combined Single Limit (Esch Accident) Aggregate .	
X Workers' Compensation & Employers' Liability	7/1/2021	7/1/2022	X Statutory	
	11112021 111121		Each Accident \$2,000,000	
			Disease - Each Employee \$2,000,000	
	****		Disease — Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				
CERTIFICATE HOLDER: Additional Covered Party Loss Payee		Payee P	Primex3 NH Public Risk Management Exchange	
		B	y: Masy Beth Percett	
NH Dept. Business & Econ. Affairs/Planning & Dev. 100 N. Main St., Ste 100 Concord, NH 03301			ate: 8/4/2021 mpurceli@nhprimex.org	
			Please direct inquires to: Primex* Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax	