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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

November 14, 2023

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs (BEA), Division of Economic Development to award $1,640,000 from the InvestNH Municipal Per Unit Grant Program to five (5) recipients listed on the attached document, as incentive reward payments to municipalities for expediting the permitting process for new affordable housing developments in their communities, effective upon Governor and Council approval through December 31, 2024. The Municipal Per Unit Grant program is a beneficiary grant. This is an allowable use of ARPA SLFRF funds under section 602(c)(1)(C) for provision of government services to the extent of the reduction in revenue. 100% Federal Funds.

Funding is available in account, ARP InvestNH Housing Program, as follows:

	FY2024
03-22-022-220510-26520000-072-500574 Grants Federal	$1,640,000

EXPLANATION

Municipal Per Unit Grants (MPUG) will be awarded to New Hampshire municipalities who have completed the permitting process for new affordable housing developments in their communities in less than 6 months. Funds are awarded on a per unit basis of $10,000 per new affordable unit, with a cap of $1,000,000 per municipality unless a waiver is granted based on the project's incorporation of Universal Design principals. Funds will be distributed to municipalities as single, lump sum payments.

The MPUG is a beneficiary grant, and municipalities receiving awards have already satisfied all grant requirements at the time the award is made. Therefore, there are no ongoing grant requirements to which the municipalities must adhere and no programmatic restrains on the municipalities' use of grant funds. However, many municipalities plan to use MPUG funds to make further investments in affordable housing development in their communities.

The Attorney General's Office has reviewed and approved this contract as to form, substance and execution.

If Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,

Taylor Caswell
Commissioner

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

InvestNH Municipal Per-Unit Grant									
Municipality/Vendor	Project Number	Project Name	Project Address	County	Municipality	Affordable Units	Market Units	Total Units	Per Unit Grant Award Amount
City of Laconia - 177419	MPU22-118	Villages at Province	Laconia	Belknap	Laconia	81	0	81	$ 810,000
Town of Franconia -177389	MPU22-119	T&T Mountains Investment - Hillwinds units #1, #2, #3, #4	33 Dow Ave, NH 03580	Grafton	Franconia	4	0	4	$ 40,000
City of Berlin - 177362	MPU22-120	Brown school	190 Norway Street Berlin NH 03570	Coos	Berlin	15	5	20	$ 150,000
Lebanon-177422	MPU22-122	Heater Landing	258 Heater Rd, Lebanon NH 03766	Grafton	Lebanon	44	0	44	$ 440,000
Town of Whitefield - 177499	MPU22-123	Clover Lane-Whitefield	0 Clover Lane, Whitefield, NH 03598	Coos	Whitefield	20	0	20	$ 200,000

Total	$ 1,640,000

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name City of Laconia		**1.4. Grantee Address** 45 Beacon Street East Laconia, NH 03246	
1.5 Grantee Phone # 603-527-1270	**1.6. Account Number** MPU22-118	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** **$810,000.00**
1.9. Grant Officer for State Agency Andrew Dorsett, Housing Finance Director		**1.10. State Agency Telephone Number** 603-931-2109	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Kirk Beattie, City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 11 / 20 / 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials
Date 10/25/23

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. 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.

9. DATA, RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, 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 Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials _____
Date 10/25/23

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials E

Date 10/ 9/23

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

The following provision is added to the Form G-1:

25. FUTURE ACTIONS BY THE U.S. DEPARTMENT OF TREASURY. This Grant is paid with state funds obtained through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant provided by the U.S. Department of Treasury to the State of New Hampshire and expended by the State of New Hampshire for the provision of government services under CSLFRF eligible use category (EC) 6.1. Pursuant to current Treasury policy, this Grant does not constitute a federal subaward or a use of federal funds and is not subject to the requirements of the CSLFRF Final Rule, the Uniform Guidance (2 CFR 200), or other federal requirements pertaining to the use of federal funds. However, this Grant remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under CSLFRF EC 6.1 in the future.

2. Definitions

As applies to this agreement, the following terms shall have the meaning stated below:

a. *Affordable Housing Project*: The construction of new rental units within the geographic bounds of the municipality which:
   i. Includes a minimum of 3 new affordable units, and have a unit mix proportionate to that of the market rate units (within 10% margin).
   ii. Has a planned completion date before May 3, 2024.
   iii. Will be rented at prices affordable to households making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the project is located; and
   iv. Will be bound to that affordability threshold for a minimum of 5 years, beginning when the affordable units become available for rent. This restriction must run with the land and be binding upon any successors in interest for the full 5-year period.
   v. Has been issued all necessary permits by the municipality (etc.) within 6 months of permits' application.

b. *Award*: The specific funds approved for disbursal to the Grantee.

c. *Grant*: The award of funds pursuant to the Municipal Per Unit Grant terms, guidance, and this agreement.

d. *Grantee*: The municipality to which the Grant is awarded.

e. *Program*: The InvestNH Municipal Per Unit Grant program.

Grantee Initials
Date 10/23/23

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has issued all necessary municipal permits for at least one Affordable Housing Project. Those permits were applied for after February 17, 2022, and issued within 6 months of application, as is required for Program eligibility.

   Funds are awarded on a per unit basis of $10,000 per new affordable unit.

2. **Relationship between Grantor and Grantee:** The Grantee is the beneficiary of the Grant and has already satisfied all obligations and requirements. Therefore:
   a. The full amount of the Grant is considered "earned" at the time of disbursal. No further action is required from the Grantee.
   b. There is no period of performance or formal closeout process because all obligations by both the Grantee and Grantor are satisfied upon disbursal of award funds.

   None of the above provisions should be construed as to waive or limit the Grantor's right to seek repayment of funds in the case of fraud or misrepresentation by the Grantee or its agents.

3. **Identification of the Project(s):** The Project(s) for which the Grant Award has been approved is/are identified as:

Name of Project	Address of Project	Number of Units Created
The Villages at Province Street	244 Province Street Laconia, NH 03246	81
	Total:	81

Grant award (number of units created x $10,000): $810,000.00

Previous total of MPU grant award(s) to municipality: $120,000.00

Total MPU grants for municipality: 2

4. **Reporting Requirements:** There are no ongoing reporting requirements associated with this Award. Upon request of the Grantor, the Grantee shall provide information on how Award funds have been or will be used.

Grantee Initials R
Date 10/23/23

5. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.

6. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance.

7. **Allowed/Disallowed Expenditures:** There are no additional restrictions on the Grantee's use of Award funds.

8. **Requirements Not Enumerated Here:** The Municipal Per Unit Grant Program Guidance, Municipal Per Unit Grant Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials
Date 10/23/23

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

Funds shall be disbursed to Grantee in a lump sum payment as soon as practicable after the Grant Award is approved by G&C.

The Grantee must register with the Department of Administrative Services for a State of New Hampshire Vendor number in order for a payment to issue. Registration is available at: https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfgd4dk1b5rzcdez))/welcome.aspx

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse $ 810,000.00 to the Grantee.

Grantee Initials
Date 10/23/25

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

August 23, 2023

Via email only: citymanager@laconianh.gov
Kirk Beattie.
City Manager
City of Laconia
45 Beacon Street East
Laconia, NH 03246

InvestNH Municipal Per Unit Award # MPU22-118

Dear Authorized Official:

We are pleased to inform you that your application for funding under the InvestNH Municipal Per Unit Program grant has been selected for an award.

The application for The Villages at Province Street located at 244 Province Street, Laconia, NH 03246 has been awarded grant funding of **$810,000**.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin receiving reimbursements. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our investnh@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **September 29, 2023**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the InvestNH Municipal Per Unit Program Guidance and other appropriate terms and conditions. You will need a certificate of insurance from your carrier demonstrating sufficient general liability ($1,000,000 per occurrence and $2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization. We urge you to begin compiling these forms to avoid delay in receipt of your award.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603 271 2341
visitnh.gov nheconomy.com choosenh.com

- The grant agreements will be submitted for approval to the Governor & Executive Council at the November 8, 2023, meeting. **This means that BEA must receive the signed contracts including the aforementioned certificates by midnight on October 4, 2023, for your program to be eligible for funding** You must include your newly assigned BEA grant number, **MPU22-118** on all correspondence with BEA and/or your grant administrator.
- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-2109 or investnh@livefree.nh.gov.

Taylor Caswell
Commissioner

Acknowledgement of Receipt of Award Administration (select one):

☑ My organization elects to **accept** this award.

☐ My organization elects to **decline** this award.

Signature:
I am the Authorized Official for the above-referenced project (project name)

The Villages at Province Street____ (grant #) ___MPU22-118_____

and acknowledge the requirements of the NHBEA award as identified above.

LACONIA
Municipality You Represent

Signature of Authorized Official

9/28/23
Date signed

KIRK T. BOATTE
Printed Name of Authorized Official

CERTIFICATE OF AUTHORITY

I Katie Gargano, being the duly elected or appointed City Clerk/Tax Collector of Laconia, New Hampshire (the "City") do hereby certify as follows:

FIRST: At the a duly warned City Council meeting held on October 23, 2023, the City Council voted to authorize the City to apply for, accept, and expend money from governmental or private sources, which may become available during the year, according to the procedures set forth in law.

SECOND: At a regular meeting of the City Council held on October 23, 2023 the Council voted to accept a InvestNH Municipal Per Unit Program allocation for the Village at Province Street Project, grant award: MPU22-118, and enter into a grant contract (the "Contract") with the New Hampshire Department of Business and Economic Affairs (the "BEA"), subject to Governor and Executive Council approval. The Council further authorized City Manager to execute any documents and perform any other acts necessary or convenient to cause the City to enter into the Contract with the BEA.

THIRD: The following person has been elected or appointed to and now occupies the office of City Manager

Kirk Beattie

FOURTH: The authorizations described in this certificate have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof and will remain effective for thirty (30) days after the date of this certificate.

IN WITNESS WHEREOF, I, Katie Gargano of Laconia, New Hampshire, have hereunto set my hand and official seal at Laconia on the date written below.

Date: 11/9/2023

Katie A Gargano

Katie Gargano, City Clerk/Tax Collector

L.S.

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Laconia 45 Beacon Street East Laconia, NH 03246	213	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
	☐ Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	$ 2,000,000
				Each Accident	$ 2,000,000
				Disease – Each Employee	
				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	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NH Dept. Business & Econ. Affairs/Planning & Dev. 100 N. Main St., Ste 100 Concord, NH 03301			Date: 9/26/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name Town of Franconia		**1.4. Grantee Address** 421 Main St. PO Box 900 Franconia, NH 03580	
1.5 Grantee Phone # 603-823-7752	**1.6. Account Number** MPU22-119	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** **$40,000.00**
1.9. Grant Officer for State Agency Andrew Dorsett, Housing Finance Director		**1.10. State Agency Telephone Number** 603-931-2109	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Libby Staples, Town Administrator	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 11 / 20 / 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials LS
Date 10.25.23

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. 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.

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, 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 Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials CS

Date 11.25.2

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials LS
Date 10.25.23

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

The following provision is added to the Form G-1:

25. FUTURE ACTIONS BY THE U.S. DEPARTMENT OF TREASURY. This Grant is paid with state funds obtained through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant provided by the U.S. Department of Treasury to the State of New Hampshire and expended by the State of New Hampshire for the provision of government services under CSLFRF eligible use category (EC) 6.1. Pursuant to current Treasury policy, this Grant does not constitute a federal subaward or a use of federal funds and is not subject to the requirements of the CSLFRF Final Rule, the Uniform Guidance (2 CFR 200), or other federal requirements pertaining to the use of federal funds. However, this Grant remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under CSLFRF EC 6.1 in the future.

2. Definitions

As applies to this agreement, the following terms shall have the meaning stated below:

a. *Affordable Housing Project*: The construction of new rental units within the geographic bounds of the municipality which:
   i. Includes a minimum of 3 new affordable units, and have a unit mix proportionate to that of the market rate units (within 10% margin).
   ii. Has a planned completion date before May 3, 2024.
   iii. Will be rented at prices affordable to households making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the project is located; and
   iv. Will be bound to that affordability threshold for a minimum of 5 years, beginning when the affordable units become available for rent. This restriction must run with the land and be binding upon any successors in interest for the full 5-year period.
   v. Has been issued all necessary permits by the municipality (etc.) within 6 months of permits' application.

b. *Award*: The specific funds approved for disbursal to the Grantee.

c. *Grant*: The award of funds pursuant to the Municipal Per Unit Grant terms, guidance, and this agreement.

d. *Grantee*: The municipality to which the Grant is awarded.

e. *Program*: The InvestNH Municipal Per Unit Grant program.

Grantee Initials CS
Date 11.25.23

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has issued all necessary municipal permits for at least one Affordable Housing Project. Those permits were applied for after February 17, 2022, and issued within 6 months of application, as is required for Program eligibility.

   Funds are awarded on a per unit basis of $10,000 per new affordable unit.

2. **Relationship between Grantor and Grantee:** The Grantee is the beneficiary of the Grant and has already satisfied all obligations and requirements. Therefore:
   a. The full amount of the Grant is considered "earned" at the time of disbursal. No further action is required from the Grantee.
   b. There is no period of performance or formal closeout process because all obligations by both the Grantee and Grantor are satisfied upon disbursal of award funds.

   None of the above provisions should be construed as to waive or limit the Grantor's right to seek repayment of funds in the case of fraud or misrepresentation by the Grantee or its agents.

3. **Identification of the Project(s):** The Project(s) for which the Grant Award has been approved is/are identified as:

Name of Project	Address of Project	Number of Units Created
T&T Mountains Investment-Hillwinds Units 1,2,3,4	33 Dow Ave, Franconia, NH 03580	4
	Total:	4

Grant award (number of units created x $10,000): $40,000.00

Previous total of MPU grant award(s) to municipality: 0

Total MPU grants for municipality: 1

4. **Reporting Requirements:** There are no ongoing reporting requirements associated with this Award. Upon request of the Grantor, the Grantee shall provide information on how Award funds have been or will be used.

Grantee Initials U
Date 11.23.23

5. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.

6. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance.

7. **Allowed/Disallowed Expenditures:** There are no additional restrictions on the Grantee's use of Award funds.

8. **Requirements Not Enumerated Here:** The Municipal Per Unit Grant Program Guidance, Municipal Per Unit Grant Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials CA
Date 10.25.23

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

Funds shall be disbursed to Grantee in a lump sum payment as soon as practicable after the Grant Award is approved by G&C.

The Grantee must register with the Department of Administrative Services for a State of New Hampshire Vendor number in order for a payment to issue. Registration is available at: https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfgd4dk1b5rzcdez))/welcome.aspx

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse $ 40,000.00 to the Grantee.

Grantee Initials CS
Date 10.25.23

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

October 6, 2023

Via email only: townadmin@franconianh.org
Libby Staples
City Manager
Town of Franconia
421 Main St
PO Box 900
Franconia, NH 03580

InvestNH Municipal Per Unit Award # MPU22-119

Dear Authorized Official:

We are pleased to inform you that your application for funding under the InvestNH Municipal Per Unit Program grant has been selected for an award.

The application for T&T Mountains Investment-Hillwinds units 1,2,3,4 located at **33 Dow Ave, Franconia, NH 03580** has been awarded grant funding of **$40,000.**

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin receiving reimbursements. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our investnh@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon **October 11, 2023.**
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the InvestNH Municipal Per Unit Program Guidance and other appropriate terms and conditions. You will need a certificate of insurance from your carrier demonstrating sufficient general liability ($1,000,000 per occurrence and $2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization. We urge you to begin compiling these forms to avoid delay in receipt of your award.

- The grant agreements will be submitted for approval to the Governor & Executive Council at the December 20, meeting. **This means that BEA must receive the signed contracts including the aforementioned certificates by midnight October 20, 2023, for your program to be eligible for funding** You must include your newly assigned BEA grant number, **MPU22-119** on all correspondence with BEA and/or your grant administrator.
- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-2109 or investnh@livefree.nh.gov.

Taylor Caswell
Commissioner

Acknowledgement of Receipt of Award Administration (select one):

☑ My organization elects to **accept** this award.

☐ My organization elects to **decline** this award.

Signature:
I am the Authorized Official for the above-referenced project (project name) T&T Mountains Investment-Hillwinds units 1,2,3,4 (grant #) MPU22-119 and acknowledge the requirements of the NHBEA award as identified above.

Town of Franconia
Municipality You Represent

Signature of Authorized Official

10.23.23
Date signed

Libby Staples
Printed Name of Authorized Official

OFFICE OF SELECTMEN
(603) 823-7752
OFFICE OF TOWN CLERK
(603) 823-5237
OFFICE OF TAX COLLECTOR
(603) 823-5237

TOWN OF FRANCONIA

P.O. Box 900
Franconia, New Hampshire 03580-0900
Telephone (603) 823-7752
Facsimile (603) 823-5581

CERTIFICATE OF AUTHORITY

OCTOBER 23, 2023

I, Jill Brewer, Chairman of the Board, Franconia NH, hereby certify that Libby Staples, Town Administrator, has authority to sign and enter into a grant agreement with InvestNH. I further hereby authorize Libby Staples to execute any and all contract and agreements related to the Building Resilient Infrastructure and Communities Grant (BRIC) Agreement.

I further attest that Libby Staples was granted authority prior to the day the grant was signed and it has not been amended or repealed as of the day the contract was signed.

A True Copy of the Record,

ATTEST:

Jill Brewer

Jill Brewer

Chair, Franconia Board of Selectmen

State: New Hampshire

County: Grafton

On this 23rd day of Oct., 2023, before me, Jill Brewer, the undersigned officer, personally appeared Jill Brewer, known to me to be the person whose name is signed on the foregoing document and acknowledged to me that she signed voluntarily for its stated purpose and it was her free act and deed. In witness thereof, I hereunto set my hand and official seal.

Carol F. Wills

Notary

Commission expires: May 6, 2025

CAROL F. WILLS
MY COMMISSION EXPIRES MAY 6, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Franconia PO Box 900 Franconia, NH 03580	174	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not	
X **General Liability** (Occurrence Form)	1/1/2023	1/1/2024	Each Occurrence	$5,000,000
Professional Liability (describe)			General Aggregate	$5,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll:			Combined Single Limit (Each Accident)	
Any auto			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2023	1/1/2024	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
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**	**Primex³ – NH Public Risk Management Exchange**
			By: *Mary Beth Purcell*
NH Department of Justice 33 Capitol Street Concord, NH 03301			**Date:** 3/29/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name City of Berlin		**1.4. Grantee Address** 168 Main Street Berlin, NH 03570	
1.5 Grantee Phone # 603-752-8587	**1.6. Account Number** MPU22-120	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** **$150,000.00**
1.9. Grant Officer for State Agency Andrew Dorsett, Housing Finance Director		**1.10. State Agency Telephone Number** 603-931-2109	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Phillip L. Warren Jr. City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 11/ 20/ 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials
Date 10.23.2023

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. 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.

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, 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 Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date 10-31-2013

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____

Date 10.23.2023

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

The following provision is added to the Form G-1:

25. FUTURE ACTIONS BY THE U.S. DEPARTMENT OF TREASURY. This Grant is paid with state funds obtained through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant provided by the U.S. Department of Treasury to the State of New Hampshire and expended by the State of New Hampshire for the provision of government services under CSLFRF eligible use category (EC) 6.1. Pursuant to current Treasury policy, this Grant does not constitute a federal subaward or a use of federal funds and is not subject to the requirements of the CSLFRF Final Rule, the Uniform Guidance (2 CFR 200), or other federal requirements pertaining to the use of federal funds. However, this Grant remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under CSLFRF EC 6.1 in the future.

2. Definitions

As applies to this agreement, the following terms shall have the meaning stated below:

a. *Affordable Housing Project*: The construction of new rental units within the geographic bounds of the municipality which:
   i. Includes a minimum of 3 new affordable units, and have a unit mix proportionate to that of the market rate units (within 10% margin).
   ii. Has a planned completion date before May 3, 2024.
   iii. Will be rented at prices affordable to households making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the project is located; and
   iv. Will be bound to that affordability threshold for a minimum of 5 years, beginning when the affordable units become available for rent. This restriction must run with the land and be binding upon any successors in interest for the full 5-year period.
   v. Has been issued all necessary permits by the municipality (etc.) within 6 months of permits' application.

b. *Award*: The specific funds approved for disbursal to the Grantee.

c. *Grant*: The award of funds pursuant to the Municipal Per Unit Grant terms, guidance, and this agreement.

d. *Grantee*: The municipality to which the Grant is awarded.

e. *Program*: The InvestNH Municipal Per Unit Grant program.

Grantee Initials
Date 10.28.2023

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has issued all necessary municipal permits for at least one Affordable Housing Project. Those permits were applied for after February 17, 2022, and issued within 6 months of application, as is required for Program eligibility.

   Funds are awarded on a per unit basis of $10,000 per new affordable unit.

2. **Relationship between Grantor and Grantee:** The Grantee is the beneficiary of the Grant and has already satisfied all obligations and requirements. Therefore:
   a. The full amount of the Grant is considered "earned" at the time of disbursal. No further action is required from the Grantee.
   b. There is no period of performance or formal closeout process because all obligations by both the Grantee and Grantor are satisfied upon disbursal of award funds.

   None of the above provisions should be construed as to waive or limit the Grantor's right to seek repayment of funds in the case of fraud or misrepresentation by the Grantee or its agents.

3. **Identification of the Project(s):** The Project(s) for which the Grant Award has been approved is/are identified as:

Name of Project	Address of Project	Number of Units Created
Berline-Brown School	190 Norway Street Berlin, NH 03570	15
	Total:	15

Grant award (number of units created x $10,000): $150,000.00

Previous total of MPU grant award(s) to municipality: 0

Total MPU grants for municipality: 1

4. **Reporting Requirements:** There are no ongoing reporting requirements associated with this Award. Upon request of the Grantor, the Grantee shall provide information on how Award funds have been or will be used.

Grantee Initials (V)
Date 10.23.2025

5. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.

6. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance.

7. **Allowed/Disallowed Expenditures:** There are no additional restrictions on the Grantee's use of Award funds.

8. **Requirements Not Enumerated Here:** The Municipal Per Unit Grant Program Guidance, Municipal Per Unit Grant Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials D
Date 10-23-2025

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

Funds shall be disbursed to Grantee in a lump sum payment as soon as practicable after the Grant Award is approved by G&C.

The Grantee must register with the Department of Administrative Services for a State of New Hampshire Vendor number in order for a payment to issue. Registration is available at: https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfgd4dk1b5rzcdez))/welcome.aspx

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse $_150,000.00_____ to the Grantee.

Grantee Initials_____
Date_10-21-2025

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

October 12, 2023

Via email only: pwarren@berlinnh.gov
Phillip L. Warren Jr.
City Manager
City of Berlin
168 Main Street
Berlin, NH 03570

InvestNH Municipal Per Unit Award # MPU22-120

Dear Authorized Official:

We are pleased to inform you that your application for funding under the InvestNH Municipal Per Unit Program grant has been selected for an award.

The application for **Berlin-Brown School** located at 190 Norway Street Berlin NH 03570 has been awarded grant funding of **$150,000**.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin receiving reimbursements. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our investnh@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **October 15, 2023**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the InvestNH Municipal Per Unit Program Guidance and other appropriate terms and conditions, and municipal approval to accept and expend unanticipated revenue. You will need a certificate of insurance from your carrier demonstrating sufficient general liability ($1,000,000 per occurrence and $2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization. We urge you to begin compiling these forms to avoid delay in receipt of your award.

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

- The grant agreements will be submitted for approval to the Governor and Executive Council at the December 20, 2023. **This means that BEA must receive the signed contracts including the aforementioned certificates by midnight on October 18, 2023, for your program to be eligible for funding** You must include your newly assigned BEA grant number, **MPU22-120**, on all correspondence with BEA and/or your grant administrator.

Please reach out to BEA with any questions at (603) 931-2109 or investnh@livefree.nh.gov.

Taylor Caswell
Commissioner

Acknowledgement of Receipt of Award Administration (select one):

☒ My organization elects to **accept** this award subject to municipal approval to accept and expend.

☐ My organization elects to **decline** this award.

Signature:
I am the Authorized Official for the above-referenced project (project name) __
Berlin-Brown School_____ (grant #) __ MPU22-120_____
and acknowledge the requirements of the NHBEA award as identified above.

Berlin, NH
Municipality You Represent

_____
Signature of Authorized Official

10/17/2023
Date signed.

Phillip L Warren Jr
Printed Name of Authorized Official

CERTIFICATE OF AUTHORITY

I, Shelli Fortin being the duly elected or appointed City Clerk of Berlin, New Hampshire (the "City") do hereby certify as follows:

FIRST: At the (City Council Meeting) held on October 16, 2023 [*Date*], the City Council voted to authorize the City of Berlin to apply for, accept, and expend money from governmental or private sources, which may become available during the year, according to the procedures set forth in law.

SECOND: At a regular meeting of Berlin's City Council (the "Council") held on (10/16/23) , the Council voted to accept a (Municipal Per Unit grant) for the (Brown School) Project, grant award: MPU22-120 and enter into a grant contract (the "Contract") with the New Hampshire Department of Business and Economic Affairs (the "BEA"), subject to Governor and Executive Council approval. The City Council further authorized the City Manager to execute any documents and perform any other acts necessary or convenient to cause the City to enter into the Contract with the BEA.

THIRD: The following person has been elected or appointed to and now occupies the office of City Manager

Phillip L Warren, Jr., City Manager

FOURTH: The authorizations described in this certificate have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof and will remain effective for thirty (30) days after the date of this certificate.

IN WITNESS WHEREOF, I, (Shelli Fortin) (City Clerk) of the City of Berlin, New Hampshire, have hereunto set my hand and official seal at (City) on the date written below.

Date: 10-17-2023

Shelli Fortin

Shelli Fortin, City Clerk

L.S.

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City Of Berlin City Hall 168 Main Street Berlin, NH 03570	120	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability Deductible Comp and Coll: $1,000			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2023	7/1/2024	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. Grant DEMO22-104.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: *Mary Beth Purcell*
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			Date: 10/12/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name City of Lebanon		**1.4. Grantee Address** 51 North Park Street Lebanon, NH 03766	
1.5 Grantee Phone # 603-442-6138	**1.6. Account Number** MPU22-122	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** **$440,000.00**
1.9. Grant Officer for State Agency Andrew Dorsett, Housing Finance Director		**1.10. State Agency Telephone Number** 603-931-2109	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Shaun Mulholland City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 11/ 20/ 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials
Date 10/27/23

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. 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.

9. DATA; RETENTION OF DATA; ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, 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 Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date 10/27/23

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials _____
Date 10/27/23

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

The following provision is added to the Form G-1:

25. FUTURE ACTIONS BY THE U.S. DEPARTMENT OF TREASURY. This Grant is paid with state funds obtained through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant provided by the U.S. Department of Treasury to the State of New Hampshire and expended by the State of New Hampshire for the provision of government services under CSLFRF eligible use category (EC) 6.1. Pursuant to current Treasury policy, this Grant does not constitute a federal subaward or a use of federal funds and is not subject to the requirements of the CSLFRF Final Rule, the Uniform Guidance (2 CFR 200), or other federal requirements pertaining to the use of federal funds. However, this Grant remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under CSLFRF EC 6.1 in the future.

2. Definitions

As applies to this agreement, the following terms shall have the meaning stated below:

a. *Affordable Housing Project*: The construction of new rental units within the geographic bounds of the municipality which:
   i. Includes a minimum of 3 new affordable units, and have a unit mix proportionate to that of the market rate units (within 10% margin).
   ii. Has a planned completion date before May 3, 2024.
   iii. Will be rented at prices affordable to households making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the project is located; and
   iv. Will be bound to that affordability threshold for a minimum of 5 years, beginning when the affordable units become available for rent. This restriction must run with the land and be binding upon any successors in interest for the full 5-year period.
   v. Has been issued all necessary permits by the municipality (etc.) within 6 months of permits' application.

b. *Award*: The specific funds approved for disbursal to the Grantee.

c. *Grant*: The award of funds pursuant to the Municipal Per Unit Grant terms, guidance, and this agreement.

d. *Grantee*: The municipality to which the Grant is awarded.

e. *Program*: The InvestNH Municipal Per Unit Grant program.

Grantee Initials _____
Date 10/27/23

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has issued all necessary municipal permits for at least one Affordable Housing Project. Those permits were applied for after February 17, 2022, and issued within 6 months of application, as is required for Program eligibility.

   Funds are awarded on a per unit basis of $10,000 per new affordable unit.

2. **Relationship between Grantor and Grantee:** The Grantee is the beneficiary of the Grant and has already satisfied all obligations and requirements. Therefore:
   a. The full amount of the Grant is considered "earned" at the time of disbursal. No further action is required from the Grantee.
   b. There is no period of performance or formal closeout process because all obligations by both the Grantee and Grantor are satisfied upon disbursal of award funds.

   None of the above provisions should be construed as to waive or limit the Grantor's right to seek repayment of funds in the case of fraud or misrepresentation by the Grantee or its agents.

3. **Identification of the Project(s):** The Project(s) for which the Grant Award has been approved is/are identified as:

Name of Project	Address of Project	Number of Units Created
Heater Landing	258 Heater Rd, Lebanon, NH 03766	44
	Total:	44

Grant award (number of units created x $10,000): $440,000.00

Previous total of MPU grant award(s) to municipality: $0

Total MPU grants for municipality: 1

4. **Reporting Requirements:** There are no ongoing reporting requirements associated with this Award. Upon request of the Grantor, the Grantee shall provide information on how Award funds have been or will be used.

Grantee Initials
Date 10/27/23

5. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.

6. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance.

7. **Allowed/Disallowed Expenditures:** There are no additional restrictions on the Grantee's use of Award funds.

8. **Requirements Not Enumerated Here:** The Municipal Per Unit Grant Program Guidance, Municipal Per Unit Grant Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials _____
Date 10/27/23

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

Funds shall be disbursed to Grantee in a lump sum payment as soon as practicable after the Grant Award is approved by G&C.

The Grantee must register with the Department of Administrative Services for a State of New Hampshire Vendor number in order for a payment to issue. Registration is available at: https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfgd4dk1b5rzcdez))/welcome.aspx

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse $ 440,000.00 to the Grantee.

Grantee Initials
Date 10/27/22

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

October 25, 2023

Via email only: shaun.mulholland@lebanonnh.gov
Shaun Mulholland
City Manager
City of Lebanon
51 North Park Street
Lebanon, NH 03766

InvestNH Municipal Per Unit Award # MPU22-122

Dear Authorized Official:

We are pleased to inform you that your application for funding under the InvestNH Municipal Per Unit Program grant has been selected for an award.

The application for Lebanon Heater Landing located 258 Heater Rd, Lebanon NH 03766 has been awarded grant funding of **$440,000**.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin receiving reimbursements. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our investnh@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **October 30, 2023**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the InvestNH Municipal Per Unit Program Guidance and other appropriate terms and conditions. You will need a certificate of insurance from your carrier demonstrating sufficient general liability ($1,000,000 per occurrence and $2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization. We urge you to begin compiling these forms to avoid delay in receipt of your award.

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

- The grant agreements will be submitted for approval to the Governor & Executive Council at the December 20, 2023, meeting. **This means that BEA must receive the signed contracts including the aforementioned certificates by midnight on November 10, 2023, for your program to be eligible for funding** You must include your newly assigned BEA grant number, **MPU22-122** on all correspondence with BEA and/or your grant administrator.
- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-2109 or investnh@livefree.nh.gov.

Taylor Caswell
Commissioner

Acknowledgement of Receipt of Award Administration (select one):

☒ My organization elects to **accept** this award.

☐ My organization elects to **decline** this award.

Signature:
I am the Authorized Official for the above-referenced project (project name)

Lebanon Heater Landing (grant #) MPU22-122

and acknowledge the requirements of the NHBEA award as identified above.

Lebanon, NH
Municipality You Represent

Signature of Authorized Official

10/27/23
Date signed

SHAUN MULHOLLAND, CITY MANAGER
Printed Name of Authorized Official

City Clerk & Tax Collector's Office

51 North Park Street
Lebanon, NH 03766

Certificate of Vote Authorization
City of Lebanon, New Hampshire

I, Jaseya G. Ewing City Clerk of the City of Lebanon do hereby certify that:

1. I am the duly appointed City Clerk of the City of Lebanon, New Hampshire:
2. The City of Lebanon, NH, per vote of the Lebanon City Council on June 21, 2023, for the adoption of Grants Policy #01-01-C, has authorized the City Manager to execute any documents necessary for this grant agreement;
3. I hereby certify that 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. Shaun Mulholland is the current duly appointed City Manager of the City of Lebanon, New Hampshire.
5. Shaun Mulholland is authorized on behalf of the City of Lebanon to enter said contract with the State and to execute all documents, agreements and other instruments for the City of Lebanon/Heater Landing InvestNH MPU Grant.

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Lebanon, New Hampshire this 13th day of November 2023.

Jaseya Ewing
(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Grafton

On this 13th day of November, before me Kara Tracy, the undersigned officer, personally appeared Jaseya G. Ewing who acknowledged herself to be the City Clerk of the City of Lebanon, being authorized so to do, executed the following instrument for the purposes therein contained.

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

PATRICK HANNIGAN
MY COMMISSION EXPIRES FEB. 19, 2025
NOTARY PUBLIC
NEW HAMPSHIRE

(seal)

Justice of the Peace/Notary Public
Commission Expiration Date: 2-19-25

Primex
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Lebanon 51 North Park Street Lebanon, NH 03766	217	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	7/1/2023	7/1/2024	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	**Workers' Compensation & Employers' Liability**	7/1/2023	7/1/2024	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property (Special Risk includes Fire and Theft)**	7/1/2023	7/1/2024	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: *Mary Beth Purcell*
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301					Date: 7/10/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name Town of Whitefield		**1.4. Grantee Address** 56 Littleton Road Whitefield, NH 03598	
1.5 Grantee Phone # 603-897-9871	**1.6. Account Number** MPU22-123	**1.7. Completion Date** December 31, 2024	**1.8. Grant Limitation** **$200,000.00**
1.9. Grant Officer for State Agency Andrew Dorsett, Housing Finance Director		**1.10. State Agency Telephone Number** 603-931-2109	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** John Tholl, Chairman, Board of Selectman Town of Whitefield	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** **Assistant Attorney General, On:** 11 / 20 / 2023			
1.16. Approval by Governor and Council (if applicable) **By:** **On:** / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Grantee Initials
Date 11/13/23

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. 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.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, 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 Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date 11/13/23

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

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

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

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

17. INSURANCE.

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

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

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

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

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

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

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

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

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

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

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials AP
Date 11/13/23

EXHIBIT A
SPECIAL PROVISIONS

1. Additional Provisions

The following provision is added to the Form G-1:

25. FUTURE ACTIONS BY THE U.S. DEPARTMENT OF TREASURY. This Grant is paid with state funds obtained through an American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) grant provided by the U.S. Department of Treasury to the State of New Hampshire and expended by the State of New Hampshire for the provision of government services under CSLFRF eligible use category (EC) 6.1. Pursuant to current Treasury policy, this Grant does not constitute a federal subaward or a use of federal funds and is not subject to the requirements of the CSLFRF Final Rule, the Uniform Guidance (2 CFR 200), or other federal requirements pertaining to the use of federal funds. However, this Grant remains subject to any additional requirements the U.S. Department of Treasury may choose to impose on funds expended under CSLFRF EC 6.1 in the future.

2. Definitions

As applies to this agreement, the following terms shall have the meaning stated below:

a. *Affordable Housing Project*: The construction of new rental units within the geographic bounds of the municipality which:
   i. Includes a minimum of 3 new affordable units, and have a unit mix proportionate to that of the market rate units (within 10% margin).
   ii. Has a planned completion date before May 3, 2024.
   iii. Will be rented at prices affordable to households making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the project is located; and
   iv. Will be bound to that affordability threshold for a minimum of 5 years, beginning when the affordable units become available for rent. This restriction must run with the land and be binding upon any successors in interest for the full 5-year period.
   v. Has been issued all necessary permits by the municipality (etc.) within 6 months of permits' application.

b. *Award*: The specific funds approved for disbursal to the Grantee.

c. *Grant*: The award of funds pursuant to the Municipal Per Unit Grant terms, guidance, and this agreement.

d. *Grantee*: The municipality to which the Grant is awarded.

e. *Program*: The InvestNH Municipal Per Unit Grant program.

Grantee Initials
Date 11/13/23

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has issued all necessary municipal permits for at least one Affordable Housing Project. Those permits were applied for after February 17, 2022, and issued within 6 months of application, as is required for Program eligibility.

   Funds are awarded on a per unit basis of $10,000 per new affordable unit.

2. **Relationship between Grantor and Grantee:** The Grantee is the beneficiary of the Grant and has already satisfied all obligations and requirements. Therefore:
   a. The full amount of the Grant is considered "earned" at the time of disbursal. No further action is required from the Grantee.
   b. There is no period of performance or formal closeout process because all obligations by both the Grantee and Grantor are satisfied upon disbursal of award funds.

   None of the above provisions should be construed as to waive or limit the Grantor's right to seek repayment of funds in the case of fraud or misrepresentation by the Grantee or its agents.

3. **Identification of the Project(s):** The Project(s) for which the Grant Award has been approved is/are identified as:

Name of Project	Address of Project	Number of Units Created
Clover Lane	0 Clover Lane, Whitefield, NH 03598	20
	Total:	20

Grant award (number of units created x $10,000): _$200,000.00_____

Previous total of MPU grant award(s) to municipality: _____0_____

Total MPU grants for municipality: _____1_____

4. **Reporting Requirements:** There are no ongoing reporting requirements associated with this Award. Upon request of the Grantor, the Grantee shall provide information on how Award funds have been or will be used.

Grantee Initials _____
Date 11/3/23

5. **Approval by Governor and Executive Council (G&C):** The Grant Award for the Project is contingent upon approval by the G&C. The Grantee shall not be eligible to receive funds absent approval of the Grant Award by the G&C.

6. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance.

7. **Allowed/Disallowed Expenditures:** There are no additional restrictions on the Grantee's use of Award funds.

8. **Requirements Not Enumerated Here:** The Municipal Per Unit Grant Program Guidance, Municipal Per Unit Grant Program FAQ, and all New Hampshire State Grant Requirements are incorporated by reference into this agreement. This agreement and any subsequent addendums or amendments shall govern in the event of inconsistent or contradictory terms.

Grantee Initials AL
Date 11/13/23

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

Funds shall be disbursed to Grantee in a lump sum payment as soon as practicable after the Grant Award is approved by G&C.

The Grantee must register with the Department of Administrative Services for a State of New Hampshire Vendor number in order for a payment to issue. Registration is available at: https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfgd4dk1b5rzcdez))/welcome.aspx

Payment by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

The State shall disburse $ 200,000.00 to the Grantee.

Grantee Initials
Date 11/13/23

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

October 26, 2023

Via email only: administrativeassistant@whitefieldnh.org
John Tholl
Chairman, Board of Selectmen
Town of Whitefield
56 Littleton Road,
Whitefield, NH 03598

InvestNH Municipal Per Unit Award # MPU22-123

Dear Authorized Official:

We are pleased to inform you that your application for funding under the InvestNH Municipal Per Unit Program grant has been selected for an award.

The application for Clover Lane located 0 Clover Lane, Whitefield, NH 03598 has been awarded grant funding of **$200,000**.

Please note that while you have been awarded a grant, several conditions must be met before your award is finalized and you can begin receiving reimbursements. Please review the following terms carefully:

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our investnh@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **October 30, 2023**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the InvestNH Municipal Per Unit Program Guidance and other appropriate terms and conditions. You will need a certificate of insurance from your carrier demonstrating sufficient general liability ($1,000,000 per occurrence and $2,000,000 aggregate) and workers compensation coverage, and a certificate of authority that establishes that the signatory has the authority to bind your organization. We urge you to begin compiling these forms to avoid delay in receipt of your award.

- The grant agreements will be submitted for approval to the Governor & Executive Council at the December 20, 2023, meeting. **This means that BEA must receive the signed contracts including the aforementioned certificates by midnight on November 10, 2023, for your program to be eligible for funding** You must include your newly assigned BEA grant number, **MPU22-123** on all correspondence with BEA and/or your grant administrator.
- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-2109 or investnh@livefree.nh.gov.

Taylor Caswell
Commissioner

Acknowledgement of Receipt of Award Administration (select one):

☒ My organization elects to **accept** this award.

☐ My organization elects to **decline** this award.

Signature:
I am the Authorized Official for the above-referenced project (project name)

Clover Lane (grant #) MPU22-123

and acknowledge the requirements of the NHBEA award as identified above.

Whitefield, NH
Municipality You Represent

Signature of Authorized Official

11-13-23
Date signed

John Tholl Chairman Town of Whitefield Board of Selectmen
Printed Name of Authorized Official

CERTIFICATE OF AUTHORITY

I, Tina Wright, being the duly elected or appointed Town Clerk of Whitefield, New Hampshire, (the "Town") do hereby certify as follows:

FIRST: At the Town Meeting held on March 8, 1994, the inhabitants of the Town voted to authorize the Town to apply for, accepts, and expend money from governmental or private sources, which may become available during the year, according to the procedures set forth in law.

SECOND: At a regular meeting of the Town's Board of Selectmen (the "Selectmen") held on November 13, 2023, the Selectmen voted to accept an InvestNH Municipal Per Unit Award for the Clover Plan Project, grant award: #MPU22-123, and enter into a grant contract (the "Contract") with the New Hampshire Department of Business and Economic Affairs (the "BEA"), subject to Governor and Executive Council approval. The Board of Selectmen further authorized the Chair of the Board of Selectmen, to execute any documents and perform any other acts necessary or convenient to cause the Town to enter into the Contract with the BEA.

THIRD: The following person has been elected or appointed to and now occupies the office of Chairman of the Board of Selectmen: John Tholl.

FOURTH: The authorizations described in this certificate have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof and will remain effective for thirty (30) days after the date of this certificate.

IN WITNESS WHEREOF, I, Tina Wright, Town Clerk of the Town of Whitefield, New Hampshire, have hereunto set my hand and official seal at Whitefield on the date written below:

Date: November 13, 2023

Tina Wright, Town Clerk

Tina Wright, Town Clerk

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Whitefield 56 Littleton Road Whitefield, NH 03598	325	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

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	7/1/2023	7/1/2024	Each Occurrence	$ 2,000,000
			General Aggregate	$10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000 Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X **Workers' Compensation & Employers' Liability**	1/1/2023 1/1/2024	1/1/2024 1/1/2025	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.

CERTIFICATE HOLDER:	☐ **Additional Covered Party**	☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			**By:** *Mary Beth Purcell* **Date:** 11/13/2023 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**