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



October 17, 2024

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) to amend an existing award agreement with the City of Berlin (VC 177362), as part of the InvestNH Municipal Demolition Program, by extending the completion date from December 31, 2024 to June 30, 2025, with no change to the price limitation of \$250,000, effective upon Governor and Council approval. The original agreement was approved by Governor and Council on September 25, 2024, item #97. This is an allowable use of ARPA SFRF funds under section 602(c)(1)(C) for provision of government services to the extent of the reduction in revenue. 100% Federal Funds.

EXPLANATION

This proposed amendment to the InvestNH Municipal Demolition Grant Program reflects a need to extend the completion time caused by unforeseen economic factors; such unavailability of qualified contractors, labor and availability of sufficient landfill or disposal space available before undertaking the demolition projects. This amendment will extend the completion for the 745 Main Street/5 Birch Street Demolition Project administered by the Department of Business and Economic Affairs.

The amended Agreement has been approved by the Attorney General's Office as to form and execution.

BEA respectfully requests that you approve this amendment to the InvestNH Municipal Demolition Grant Program award. This request does not require the authorization of any additional funds.

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 Amended Demolition Grant Award Table

| Municipality/Vendor | Project Number | Project Name | Project Address | Original Completion Date | Amended Completion Date |
|---------------------|----------------|---|------------------------------------|--------------------------|-------------------------|
| Berlin 177362 | DEMO22-152 | 2025 Berlin Community Center Renovation Project | 2025 Main Street, Berlin, NH 03570 | 12/31/2024 | 6/30/2025 |

Amendment #1 to Grant Award Agreement DEMO22-152

This grant award amendment ("Amendment") is entered into this 10th day of October, 2024, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Business and Economic Affairs, 100 N. Main Street, Suite 100, Concord, NH, 03301 (hereinafter referred to as "the State") and the City of Berlin, 168 Main Street, Berlin, NH 03570, (hereinafter referred to as "Grantee"), collectively referred to as ("the Parties").

WHEREAS, the Parties entered into a grant agreement for the demolition of 745 Main Street/5 Birch Street, Berlin, NH 03570, approved by the Governor and Executive Council on September 25, 2024, item #97 (hereinafter known as "the Agreement");

WHEREAS, the Parties wish to change the completion deadline of grant agreement;

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

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

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

1. G-1, section 1.7: of the existing Agreement is hereby deleted and replaced with the following: June 30, 2025.
2. G-1, Exhibit B, 5 Allowed/Disallowed Expenditures, paragraph two, "costs incurred after May 4, 2022, and before December 31, 2024" is hereby deleted, and replaced with the following: "costs incurred after May 4, 2022, and before June 30, 2025."
3. G-1, Exhibit B, 6 Project Completion Deadline, December 31, 2024, is hereby deleted and replaced with the following: June 30, 2025.
4. G-1, Exhibit B, 11 Project Completion Deadline, "all expenses chargeable to the award must be incurred before December 31, 2024, and the project must be complete on or before December 31, 2024. All required reports and requests for reimbursements must be submitted on or before January 31, 2025," is hereby deleted and replaced with the following: "All expenses chargeable to the award must be incurred before June 30, 2025, and the project must be complete on or before June 30, 2025. All required reports and requests for reimbursements must be submitted on or before August 29, 2025."
5. This Amendment shall become effective upon its approval by the Governor and Executive Council of the State of New Hampshire.

6. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties thereunder shall remain in full force and effect in accordance with the terms and conditions as set forth therein.

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

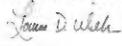
City of Berlin:

By:  date 10.17.2014
Phillip L. Warren Jr, City Manger
City of Berlin

STATE OF NEW HAMPSHIRE:

 date 10/17/2024
Taylor Caswell, Commissioner
Department of Business and Economic Affairs
State of New Hampshire

Approval by the Attorney General of the State of New Hampshire (Form, Substance, and Execution):

Signature 
Name Louise Williams, Assistant Attorney General
Date 10/21/24

Approval by Governor and Council of the State of New Hampshire:

Signature _____
Name _____
Date _____

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

FIRST: At the City of Berlin City Council Meeting held on August 5, 2024, the inhabitants of the Town voted to authorize the Town 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 Berlin City Council (the "City Council") held on August 5, 2024, the Selectmen voted to accept a (demolition grant) for the 745 Main Street/5 Birch Street Demolition Project, grant award: MPU/DEMO22-152, 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 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 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 Berlin, New Hampshire, have hereunto set my hand and official seal of the City of Berlin on the date written below.

Date: 10/15/2024

Shelli Fortin
Shelli Fortin, City Clerk

L.S.



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: City Of Berlin City Hall 168 Main Street Berlin, NH 03570 | | Member Number: 120 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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: | |
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | 7/1/2024 | 7/1/2025 | Each Occurrence | \$ 2,000,000 |
| | | | General Aggregate | \$ 10,000,000 |
| | | | Fire Damage (Any one fire) | |
| | | | Med Exp (Any one person) | |
| <input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) | |
| | | | Aggregate | |
| <input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability | 7/1/2024 | 7/1/2025 | <input checked="" type="checkbox"/> Statutory | |
| | | | Each Accident | \$2,000,000 |
| | | | Disease - Each Employee | \$2,000,000 |
| | | | Disease - Policy Limit | |
| <input type="checkbox"/> 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: <i>Mary Beth Purcell</i> |
| | | | Date: 7/8/2024 mpurcell@nhprimex.org |
| | | | Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

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August 26, 2024

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 \$1,110,110 from the InvestNH Municipal Demolition Program to three (3) recipient in the amounts shown (see attached detailed list), to demolish vacant and dilapidated structures as part of larger community revitalization strategies which will positively impact the current housing shortage in New Hampshire, effective upon Governor and Council approval through December 31, 2024. 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:

| | |
|--|---------------|
| | <u>FY2025</u> |
| 03-22-022-220510-26520000-072-500574– Grants Federal | \$1,110,110 |

EXPLANATION

Municipal Demolition Grants will be awarded to New Hampshire municipalities, either for their own use or for the municipalities to pass on to developers of qualifying projects. These funds may be used for demolition-related expenses for structures which are vacant and dilapidated and therefore are unsuitable for residential use. Each municipality receiving an award has demonstrated that the funded project is part of a larger revitalization effort which will positively impact the available housing shortage in New Hampshire.

Funds will be awarded as grants to the municipalities and will be distributed on a reimbursement basis for actual costs incurred between May 4, 2022, and December 31, 2024. Awardees will be required to submit documents of all expenses for which reimbursement is sought. Awardees will also be required to provide progress reports on the status of the project to ensure ongoing program compliance.

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

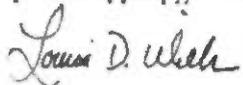


| Municipality/Vendor | Project Number | Project Name | Project Address | County | Demo Grant Request |
|---------------------|----------------|--|---|--------------|------------------------|
| Nashua/177441 | DEMO22-143 | Veterans Memorial Parkway District Redevelopment | Map 62 Lot 251 et al. Veterans Memorial Parkway, Nashua, NH 03060 | Hillsborough | \$ 500,000.00 |
| Conway/177377 | DEMO22-151 | 109 Pine Street/North Conway House | 109 Pine Street, North Conway, NH | Carroll | \$ 360,110.00 |
| Berlin/177362 | DEMO22-152 | 785 West Street/S West Street Commercial Project | 785 West Street, Berlin, NH 03570 | Cook | \$ 250,000.00 |
| Total | | | | | \$ 1,110,110.00 |

GRANT AGREEMENT

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

I. 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 # 603-752-7532 | 1.6. Account Number DEMO22-152 | 1.7. Completion Date December 31, 2024 | 1.8. Grant Limitation \$250,000.00 |
| 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. General (Form, Substance and Execution) (if G & C approval required) | | | |
| By:  | | Assistant Attorney General, On: 9 / 10 / 24 | |
| 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 Initial 
Date 8.6.2024

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 5.3 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, or 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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initial JD
 Date 8.6.2017

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death, or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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 intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating 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 9-6-2016

**EXHIBIT A
SPECIAL PROVISIONS**

1. Additional Provisions

The following provisions are 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.

26. REPORTING. During the construction period of the Project, the Grantee shall report monthly on the status of the Project, as detailed in Exhibit B(8).

27. RETURN OF UNEXPENDED FUNDS. All funds not expended by the Grantee pursuant to the terms of the Municipal Demolition Grant Program and this agreement as of December 31, 2025, shall be returned by the Grantee to the State.

2. Definitions

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

- a. **Affordable:** Affordable to a household making 80% of the Area Median Income (AMI) for the county or fair market rent area in which the Project is located.
- b. **Award:** The specific funds approved for disbursement to the Grantee for development of the Project which are subject to the terms and conditions of the Municipal Demolition Grant Program and as stated in this document.
- c. **Grant:** The award of funds pursuant to the Municipal Demolition Grant and this agreement. The use of this term herein is not dependent on the actual method by which funds are disbursed or payment is structured.
- d. **Grantee:** The municipality to whom the Grant is awarded.
- e. **Program:** The InvestNH Municipal Demolition Grant Program.
- f. **Project:** The demolition project for which this Grant has been awarded.

Grantee Initials D

Date 8-6-2024

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee for a specific demolition project ("Project") which is part of a larger greening or revitalization effort, and which will positively impact the shortage of available housing in New Hampshire. Award funds shall be distributed on a reimbursement basis for costs associated with the Project.
2. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as 745 Main Street/5 Birch Street Demolition Project, located at d 745 Main Street/5 Birch Street Berlin, NH 03570. Grant funds may only be used for eligible demolition costs associated with this Project.
3. **Approval by Governor and Executive Council (G&C):** The Grant Award ("Award") for the Project is contingent upon approval by the G&C and continued availability of funding. The Grantee shall not be eligible to receive funds absent approval of the Award and Project by the G&C.
4. **Nature of the Award:** Funds shall be disbursed to the Grantee on a reimbursement basis for actual eligible costs incurred after May 4, 2022.
5. **Allowed/Disallowed Expenditures:** Funds may be used for any demolition related costs for the Project, including environmental abatement necessitated by the demolition and permit review costs.

The Grantee may only request reimbursement for costs incurred after May 4, 2022, and before December 31, 2024.
6. **Project Completion Deadline:** The Project shall be complete by December 31, 2024.
7. **Procurement & Conflict of Interest:** The Grantee shall comply with all applicable State of New Hampshire procurement and conflict of interest requirements, as well as abiding by its own municipal policies and procedures.
8. **Reporting:** The Grantee shall report monthly on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

Grantees will also periodically be required to report information about the community impact of the larger greening or revitalization effort the Project serves, including, but not limited to, the details of any affordable housing being created and the relationship between the demolition itself and the creation of new affordable housing.
9. **Compliance:** The Grantee must comply with all applicable State of New Hampshire and federal regulations and guidance, including any changes introduced by the U.S. Department of the Treasury after execution of this agreement. BEA reserves the right to conduct periodic audits to confirm compliance and verify reported expenses during and after the completion of the project.

Grantee Initials

Date

- 10. Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the demolition itself and instead is passing Award funds on to an independent developer:
- a. The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
 - b. Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
 - c. If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.
- 11. Closeout:** All expenses chargeable to the Award must be incurred before December 31, 2024, and the project must be complete on or before December 31, 2024. All required reports and requests for reimbursement must be submitted on or before January 31, 2025.
- 12. Requirements Not Enumerated Here:** The Municipal Demolition Grant Program Guidance, Municipal Demolition 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 06.2024

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. Reimbursement Process

The Grantee may seek reimbursement for actual construction costs incurred on the Project using the form provided by the State. The Grantee may submit reimbursement requests monthly. The Grantee shall submit supporting documentation (receipts, proof of purchase) for each expense. The State may require, and the Grantee shall provide, additional documentation or justification for any expense prior to reimbursement.

If the State determines that an expense is not an allowable expense, lacks sufficient documentation, is disproportionate or unreasonable, or otherwise violates basic cost principles, then the State may in its discretion deny reimbursement for that expense.

2. Method of Disbursement

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\(inw3n42wcfqd4dk1b5rzcdex\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(inw3n42wcfqd4dk1b5rzcdex))/welcome.aspx)

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

The State shall disburse to the Grantee a maximum of \$ 250,000.00 over the period of performance for the purposes of performing the services described in Exhibit B.

Grantee Initials D

Date 8.6.2021



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



July 16, 2024

Via email only: plafamme@berlinnh.gov

Phillip L. Warren Jr.
City Manager
City of Berlin
168 Main Street
Berlin, NH 03570

InvestNH Demolition Grant Award #DEMO22-152

Dear Authorized Official:

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

The project **745 Main Street/5 Birch Street Demolition Project** located 745 Main Street/5 Birch Street Berlin, NH 03570 has been awarded grant funding up to **\$250,000**.

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 **July 24, 2024**.
- This grant award is contingent upon execution of a grant agreement between your organization, BEA, and the administrator of your project, if applicable, incorporating the InvestNH Demolition 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 and Executive Council once the conditions above are satisfied. These conditions must be met no later than July 24, 2024, or the award will be withdrawn without further notice. You must include your newly assigned BEA grant number, **DEMO22-152** 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. We wish you great success in this project and look forward to working with you.



Taylor Caswell
Commissioner

