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New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

May 13, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

The Department of Business and Economic Affairs (BEA), seeks approval to award $1,500,000 from the Housing Champion (HC) Grant Program to four HC Designated recipients on the attached sheet. The awards are for the purpose of incentive reward payments to HC Designated municipalities for the construction of new affordable housing units in their communities, in accordance with BEA 506 Housing Production Municipal (HPM) Grant Program, effective upon Governor and Council approval through December 30, 2025. 100% General Fund

Funding is available in, Housing Champions, as follows:

	FY2025
03-22-022-221510-63900000-075-500590 – Grants and Subsidies	$1,500,000

EXPLANATION

BEA requests approval to award HPM Grant Programs and disburse the awarded funds. Municipalities receiving HPM Grant 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 restraints on the municipalities' use of grant funds.

This request is necessary to award grant funds to New Hampshire municipalities that have achieved the HC Designation, applied for HPM Grant funds and have issued certificates of occupancy for new affordable housing units in their communities during the State fiscal year immediately preceding a municipality receiving its HC designation. Awards have been approved based on program guidelines. Funds are awarded on a per unit calculation based on the number of new affordable units with a deed restriction of at least 10 years. Funds will be distributed to municipalities as single, lump sum payments.

The HC Designation and Grant Program was established by the New Hampshire Legislature in 2023 with $5 million in funding. It encourages "communities of the willing" with incentives to drive workforce housing development to those designated as "Housing Champions". (RSA 12:O-71-76) The program's rules became effective on August 8, 2024, with Designation applications due by November 15, 2024. To achieve this designation, communities demonstrated support for workforce housing within their zoning and land use regulations, land use board training, and water, sewer and transportation infrastructure.

The HC Program allocated $1.5 million of the $5 million for the HPM Grant Program.

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

In November of 2024 eighteen (18) communities in New Hampshire received the HC Designation and became eligible for the HPM and the Housing Infrastructure Municipal grant. Of the eighteen HC designated communities, four met the occupancies certificate eligibility requirement, applied and are included in this award request.

The Housing Production Municipal Grant program is a beneficiary grant supporting a public purpose.

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

Respectfully Submitted,

Taylor Caswell
Commissioner

Distribution of funds are as follows:

GRANT NUMBER	GRANTEE	UNITS **	GRANT AMOUNT
HPM24-101	City of Manchester (177433)	20.55	$205,500
HPM24-102	City of Nashua (177441)	82.8	$828,000
HPM24-103	Town of Salem (177472)	29.7	$297,000
HPM24-104	Town of Newport (177450)	16.95	$169,500
TOTAL		**150**	**$1,500,000**

** Unit quantity is the grantee's eligible unit share of total eligible units

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 Manchester		**1.4. Grantee Address** 1 City Hall Plaza, Manchester, NH 03101-2099	
1.5 Grantee Phone # 603-792-6660	**1.6. Account Number** 10-639100000-500590	**1.7. Completion Date** 12/30/2025	**1.8. Grant Limitation** $205,500
1.9. Grant Officer for State Agency Andrew Dorsett		**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** Jay Ruais, Mayor	
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:** Louise Williams **Assistant Attorney General, On:** 5/15/25			
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 4/24/25

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 ten (10) 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 ten (10) 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 R
Date 4/24/08

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 employee's 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 4/24/25

EXHIBIT A
SPECIAL PROVISIONS

1. **Additional Provisions:** The following provision is added to the Form G-1:

2. **Definitions:** As applies to this agreement, the following terms shall have the meaning stated below:

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

   b. Certificate of occupancy: A document issued by a local municipality or the state, upon the satisfactory completion of required inspections, granting permission to occupy the building for its intended use.

   c. Deed restricted: Housing which has a deed rider and is subject to a long-term affordability covenant of no less than 10 years with a provision for municipal or third-party monitoring which ensures the affordability of the units for a prescribed amount of time and ensures that the occupants of the housing income qualify to live in the housing units.

   d. Grant: The award of funds pursuant to the terms of the Housing Production Municipal Grant, guidance, and this agreement.

   e. Grant applicant: The municipality applying for a Housing Production Municipal grant.

   f. Grantee: A municipality that has been awarded a Housing Production Municipal grant.

   g. Program: The Housing Champion Designation and Grant Program.

   h. Workforce housing: "Workforce housing" as defined in RSA 674:58, namely "housing which is intended for sale and which is affordable to a household with an income of no more than 100 percent of the median income for a 4-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. 'Workforce housing' also means rental housing which is affordable to a household with an income of no more than 60 percent of the median income for a 3-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. Housing developments that exclude minor children from more than 20 percent of the units, or in which more than 50 percent of the dwelling units have fewer than 2 bedrooms, shall not constitute workforce housing."

3. **Exhibits Incorporated:** The following exhibits are incorporated into this agreement by reference: Exhibit B: Scope of Services, and Exhibit C: Methods and Conditions of Payments.

Grantee Initials
Date 4/24/25

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:
   a. A current HC Designation

   b. Provided certificates of occupancy for each unit of deed restricted workforce housing received during the state fiscal year immediately preceding a municipality receiving its HC designation.

   c. Demonstrate that it has internal procedures in place or a monitoring agreement with a third-party to enforce the terms in the land use restriction agreement or workforce unit covenant agreement.

2. **Funds:** Subject to available funding, the HPM Grant Program shall award grants to HC-designated municipalities based on the number of deed-restricted workforce housing units for which certificates of occupancy were issued by the municipality in the preceding state fiscal year, at a rate of $10,000 per eligible unit. The Department shall determine the total amount or percentage of available funding to be distributed through the HPM Grant Program, based on program demand, demonstrated need, and available resources.

3. **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.

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

Municipality	Address of Affordable Units	Number of Units Created
City of Manchester	Upland Heights – 580 & 590 Kimball St	48
City of Manchester	Residents on Chestnut on Merrimack – 157 Chestnut St	3
	Total:	51

5. **Grant Award**

Number of Units	Per unit award	Total
20.55	$10,000	$205,500
	Total:	$205,500

Grantee Initials
Date 4/24/25

6. **Reporting Requirements:** There is no ongoing reporting requirements associated with this Award.

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

8. **Requirements Not Enumerated Here:** The New Hampshire Housing Champion Designation and Grant Program established pursuant to RSA 12-O:71-75, adopted rules Bea 500, Housing Production Municipal Grant Guidance, 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 4/24/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. **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.

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

3. **Registration:** 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

4. **Payment**: The State shall disburse $205,500 to the Grantee by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials
Date 4/24/25

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Angela Cavanaugh
City Grants Coordinator
City of Manchester
1 City Hall Plaza
Manchester, NH 03101-2099

Housing Champions Award **#HPM24-101**

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Housing Champion Housing Production Municipal Grant has been selected for an award.

The application **Upland Heights Limited Partnership** located at 580 & 590 Kimball Street and Residents at Chestnut on Merrimack located at 157 Chestnut Street, Manchester, NH 03301 has been awarded grant funding up to **$205,500.**

We congratulate you on this achievement.

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 housingchampions@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **April 25, 2025**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the Housing Champion 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 and Executive Council once the conditions above are satisfied. These conditions must be met no later than April 25, 2025, or the award will be withdrawn without further notice. You must include your newly assigned BEA grant number, **HPM24-101** on all correspondence with BEA and/or your grant administrator.

Please reach out to BEA with any questions at (603) 931-9697 or housingchampions@livefree.nh.gov.

Sincerely,

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
Upland Heights Limited Partnership, Grant # HPM24-101 and acknowledge the requirements of the NHBEA award as identified above.

Manchester
Municipality ~~You~~ Represent

Signature of Authorized Official

4/24/25
Date signed

Jay Ruais
Printed Name of Authorized Official

CITY OF MANCHESTER

Jay Ruais
Mayor

To Whom It May Concern:

I, Jay Ruais, serve as the Mayor of Manchester, New Hampshire. I have authorization to execute documents related to the receipt of grants administered by Manchester's Community Improvement Program, including documents related to grant funding for housing applied for by the Planning and Community Development Department. The authority vested in me as Mayor of the City of New Hampshire is by virtue of the City Charter.

4/25/25
Date

Mayor Jay Ruais

State of New Hampshire
County of Hillsborough

Signed and affirmed to before me on April 25 2025 by Mayor Jay Ruais.

Notary Public

ROBIN L. BRADFORD
STATE OF
-MY-
COMMISSION
EXPIRES
MAY 15, 2029
NEW HAMPSHIRE
NOTARY PUBLIC

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6500
Email: mayor@manchesternh.gov • Website: www.manchesternh.gov

Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE
Department of Business and Economic Affairs
State of New Hampshire
100 Main Street, Suite 100
Concord, NH 03301

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 within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
	Aggregate	2000
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
Re: For the Housing Champion Production Municipal Grant (Housing Champions Award # HPM24-101) & The Housing Champion Infrastructure Municipal Grant (Housing Champions Award #HIM24-206)

Issued the 23rd day of April, 2025.

K. O'Neil

Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: konell@manchesternh.gov • Website: www.manchesternh.gov

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 Nashua		**1.4. Grantee Address** 229 Main Street, Nashua, NH 03060	
1.5 Grantee Phone # 603-589-3112	**1.6. Account Number** 10-63900000-500590	**1.7. Completion Date** 12/30/2025	**1.8. Grant Limitation** $828,000
1.9. Grant Officer for State Agency Andrew Dorsett		**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** James W. Donchess, Mayor	
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:** Louise Williams **Assistant Attorney General, On:** 5/15/25			
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 4/22/2025

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 ten (10) 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 ten (10) 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 4/22/2025

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 employee's 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 4/22/2025

EXHIBIT A
SPECIAL PROVISIONS

1. **Additional Provisions:** The following provision is added to the Form G-1:

2. **Definitions:** As applies to this agreement, the following terms shall have the meaning stated below:

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

   b. Certificate of occupancy: A document issued by a local municipality or the state, upon the satisfactory completion of required inspections, granting permission to occupy the building for its intended use.

   c. Deed restricted: Housing which has a deed rider and is subject to a long-term affordability covenant of no less than 10 years with a provision for municipal or third-party monitoring which ensures the affordability of the units for a prescribed amount of time and ensures that the occupants of the housing income qualify to live in the housing units.

   d. Grant: The award of funds pursuant to the terms of the Housing Production Municipal Grant, guidance, and this agreement.

   e. Grant applicant: The municipality applying for a Housing Production Municipal grant.

   f. Grantee: A municipality that has been awarded a Housing Production Municipal grant.

   g. Program: The Housing Champion Designation and Grant Program.

   h. Workforce housing: "Workforce housing" as defined in RSA 674:58, namely "housing which is intended for sale and which is affordable to a household with an income of no more than 100 percent of the median income for a 4-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. 'Workforce housing' also means rental housing which is affordable to a household with an income of no more than 60 percent of the median income for a 3-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. Housing developments that exclude minor children from more than 20 percent of the units, or in which more than 50 percent of the dwelling units have fewer than 2 bedrooms, shall not constitute workforce housing."

3. **Exhibits Incorporated:** The following exhibits are incorporated into this agreement by reference: Exhibit B: Scope of Services, and Exhibit C: Methods and Conditions of Payments.

Grantee Initials
Date 4/22/2025

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:
   a. A current HC Designation

   b. Provided certificates of occupancy for each unit of deed restricted workforce housing received during the state fiscal year immediately preceding a municipality receiving its HC designation.

   c. Demonstrate that it has internal procedures in place or a monitoring agreement with a third-party to enforce the terms in the land use restriction agreement or workforce unit covenant agreement.

2. **Funds:** Subject to available funding, the HPM Grant Program shall award grants to HC-designated municipalities based on the number of deed-restricted workforce housing units for which certificates of occupancy were issued by the municipality in the preceding state fiscal year, at a rate of $10,000 per eligible unit. The Department shall determine the total amount or percentage of available funding to be distributed through the HPM Grant Program, based on program demand, demonstrated need, and available resources.

3. **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.

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

Municipality	Address of Affordable Units	Number of Units Created
City of Nashua	Monahan Manor	206
	Total:	206

5. **Grant Award**

Number of Units	Per unit award	Total
82.8	$10,000	$828,000
	Total:	$828,000

Grantee Initials
Date 4/22/2025

6. **Reporting Requirements:** There is no ongoing reporting requirements associated with this Award.

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

8. **Requirements Not Enumerated Here:** The New Hampshire Housing Champion Designation and Grant Program established pursuant to RSA 12-O:71-75, adopted rules Bea 500, Housing Production Municipal Grant Guidance, 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 4/22/2025

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. **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.

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

3. **Registration:** 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

4. **Payment**: The State shall disburse $828,000 to the Grantee by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials
Date 4/22/2025

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Sam Durfee
Planning Manager
City of Nashua
229 Main Street
Nashua, NH 03060

Housing Champions Award **#HPM24-102**

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Housing Champion Housing Production Municipal Grant has been selected for an award.

The application **Monahan Manor** located at 41 Central Street, Nashua, NH 03060 has been awarded grant funding up to **$828,000.**

We congratulate you on this achievement.

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 housingchampions@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **April 25, 2025**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the Housing Champion 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 April 25, 2025, or the award will be withdrawn without further notice. You must include your newly assigned BEA grant number, **HPM24-102** on all correspondence with BEA and/or your grant administrator.

Please reach out to BEA with any questions at (603) 931-9697 or housingchampions@livefree.nh.gov.

Sincerely,

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 Monahan Manor, Grant # HPM24-102 and acknowledge the requirements of the NHBEA award as identified above.

Nashua, NH
Municipality You Represent

Signature of Authorized Official

4/22/2025
Date signed

James W. Donchess
Printed Name of Authorized Official

CERTIFICATE OF AUTHORITY

I, Daniel Healey being the duly elected or appointed City Clerk of Nashua, New Hampshire (the "City") do hereby certify as follows:

FIRST: At the Board of Alderman Meeting held on April 22nd, 2025, the Aldermen of the City 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 as part of Resolution R-25-148.

SECOND: At a regular meeting of the Board of Aldermen (the "Aldermen") held on April 22nd, 2025, the Alderman voted to accept an award for the Housing Champion Municipal Housing Production Grant, grant award #HPM24-102, 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 Aldermen further authorized the Mayor, James W. Donchess 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 Mayor.

James W. Donchess

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, Daniel Healey, City Clerk of Nashua of New Hampshire, have hereunto set my hand and official seal at Nashua on the date written below.

Date: 4/22/2025

Daniel Healey, City Clerk

L.S.

Client#: 1664199 CITYNASH3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/28/2024

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

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

PRODUCER
USI Insurance Services LLC
12 Gill Street Suite 5500
Woburn, MA 01801
855 874-0123

CONTACT NAME: Maria Nixon
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): 781-376-5035
E-MAIL ADDRESS: Maria.Nixon@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Alternative Insurance Corp	19720
INSURER B : Safety National Casualty Corp	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Nashua
Risk Management Department
229 Main Street;
Nashua, NH 03060

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			N1A2RL000000518	07/01/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:						Retention	$300,000
A	AUTOMOBILE LIABILITY			N1A2RL000000518	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							RETENTION	$300,000
A	X UMBRELLA LIAB / X OCCUR			N1A2UM000000518	07/01/2024	07/01/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED / X RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4065115	07/01/2024	07/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: InvestNH Per Unit Grant

CERTIFICATE HOLDER

Invest NH
Department of Business and Economic Affairs;
State of New Hampshire
100 North Main Street, Suite 100;
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Todd

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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 Salem		**1.4. Grantee Address** 33 Geremonty Drive, Salem, NH 03079	
1.5 Grantee Phone # 603-890-2083	**1.6. Account Number** 10-63900000-500590	**1.7. Completion Date** 12/30/2025	**1.8. Grant Limitation** $297,000
1.9. Grant Officer for State Agency Andrew Dorsett		**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** Joseph Devine Town 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:** Louise Williams **Assistant Attorney General, On:** 5/15/25			
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 JD
Date 4/23/25

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 ten (10) 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 ten (10) 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 JRD
Date 4/23/25

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 employee's 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 JK
Date 4/23/25

EXHIBIT A
SPECIAL PROVISIONS

1. **Additional Provisions:** The following provision is added to the Form G-1:

2. **Definitions:** As applies to this agreement, the following terms shall have the meaning stated below:

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

   b. Certificate of occupancy: A document issued by a local municipality or the state, upon the satisfactory completion of required inspections, granting permission to occupy the building for its intended use.

   c. Deed restricted: Housing which has a deed rider and is subject to a long-term affordability covenant of no less than 10 years with a provision for municipal or third-party monitoring which ensures the affordability of the units for a prescribed amount of time and ensures that the occupants of the housing income qualify to live in the housing units.

   d. Grant: The award of funds pursuant to the terms of the Housing Production Municipal Grant, guidance, and this agreement.

   e. Grant applicant: The municipality applying for a Housing Production Municipal grant.

   f. Grantee: A municipality that has been awarded a Housing Production Municipal grant.

   g. Program: The Housing Champion Designation and Grant Program.

   h. Workforce housing: "Workforce housing" as defined in RSA 674:58, namely "housing which is intended for sale and which is affordable to a household with an income of no more than 100 percent of the median income for a 4-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. 'Workforce housing' also means rental housing which is affordable to a household with an income of no more than 60 percent of the median income for a 3-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. Housing developments that exclude minor children from more than 20 percent of the units, or in which more than 50 percent of the dwelling units have fewer than 2 bedrooms, shall not constitute workforce housing."

3. **Exhibits Incorporated:** The following exhibits are incorporated into this agreement by reference: Exhibit B: Scope of Services, and Exhibit C: Methods and Conditions of Payments.

Grantee Initials
Date 1/23/25

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:
   a. A current HC Designation

   b. Provided certificates of occupancy for each unit of deed restricted workforce housing received during the state fiscal year immediately preceding a municipality receiving its HC designation.

   c. Demonstrate that it has internal procedures in place or a monitoring agreement with a third-party to enforce the terms in the land use restriction agreement or workforce unit covenant agreement.

2. **Funds:** Subject to available funding, the HPM Grant Program shall award grants to HC-designated municipalities based on the number of deed-restricted workforce housing units for which certificates of occupancy were issued by the municipality in the preceding state fiscal year, at a rate of $10,000 per eligible unit. The Department shall determine the total amount or percentage of available funding to be distributed through the HPM Grant Program, based on program demand, demonstrated need, and available resources.

3. **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.

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

Municipality	Address of Affordable Units	Number of Units Created
Town of Salem	Depot and Main – 41 Main Street, Salem, NH 03079	74
	Total:	74

5. **Grant Award**

Number of Units	Per unit award	Total
29.7	$10,000	$297,000
	Total:	$297,000

Grantee Initials [illegible]
Date 4/23/16

6. **Reporting Requirements:** There is no ongoing reporting requirements associated with this Award.

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

8. **Requirements Not Enumerated Here:** The New Hampshire Housing Champion Designation and Grant Program established pursuant to RSA 12-O:71-75, adopted rules Bea 500, Housing Production Municipal Grant Guidance, 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 JP
Date 4/23/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. **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.

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

3. **Registration:** 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

4. **Payment**: The State shall disburse $297,000 to the Grantee by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials _____
Date _____

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Joseph Devine
Town Manager
Town of Salem
33 Geremonty Drive
Salem, NH 03079

Housing Champions Award **#HPM24-103**

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Housing Champion Housing Production Municipal Grant has been selected for an award.

The application **Depot and Main** located at 41 Main Street, Salem, NH 03079 has been awarded grant funding up to **$297,000**.

We congratulate you on this achievement.

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 housingchampions@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **April 25, 2025**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the Housing Champion 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 and Executive Council once the conditions above are satisfied. These conditions must be met no later than April 25, 2025, or the award will be withdrawn without further notice. You must include your newly assigned BEA grant number, **HPM24-103** on all correspondence with BEA and/or your grant administrator.

Please reach out to BEA with any questions at (603) 931-9697 or housingchampions@livefree.nh.gov.

Sincerely,

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 Depot and Main, Grant # HPM24-103 and acknowledge the requirements of the NHBEA award as identified above.

Salem
Municipality You Represent

Signature of Authorized Official

4/28/2025
Date signed

Joseph R. Devine
Printed Name of Authorized Official

TOWN OF SALEM, NEW HAMPSHIRE

33 CEREMONTY DRIVE, SALEM, NH 03079
603/890-2000
www.salemnh.gov

Certification of Authority to Sign Contracts for the Town of Salem

I hereby certify that the Town of Salem adopted RSA 37 (Town Manager form of Government) at an annual town meeting held on March 8, 1960. As such, under RSA 37:6, the appointed Town Manager (Joseph R. Devine) has the authority to sign contracts for the Town of Salem.

Signed this 3rd day of April 2025.

Susan Wall

Susan Wall, Town Clerk

Notarization

State of New Hampshire, County of Rockingham. On April 3, 2025, before me,
Date

Crayton Brubaker, the undersigned Officer, personally appeared
Printed Name of Notary Public ~~or Justice of the Peace~~

Susan M. Wall, who acknowledges herself to be the Town Clerk of the Town of Salem, New Hampshire, and that she, Town Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hands and official seal.

Signature of Notary Public ~~or Justice of the Peace~~

affix seal

Commission Expires: September 7, 2027

CRAYTON G. BRUBAKER
NOTARY PUBLIC - State of New Hampshire
My Commission Expires
September 7, 2027

CRAYTON G. BRUBAKER NOTARY PUBLIC STATE OF 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 Salem 33 Geremonty Drive Salem, NH 03079	285	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	7/1/2024	7/1/2025	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: Any auto			Combined Single Limit (Each Accident)	
				Aggregate	
X	**Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	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 Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301					**Date:** 4/22/2025 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 Newport		**1.4. Grantee Address** 15 Sunapee Street, Newport, NH 03773	
1.5 Grantee Phone # 603-863-1360	**1.6. Account Number** 10-63900000-500590	**1.7. Completion Date** 12/30/2025	**1.8. Grant Limitation** $169,500
1.9. Grant Officer for State Agency Andrew Dorsett		**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 Kyle Herrin		**1.12. Name & Title of Grantee Signor 1** Kyle Herrin Town 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:** Louise Williams **Assistant Attorney General, On:** 5/15/25			
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 KH
Date 4/23/25

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 ten (10) 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 ten (10) 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 CH
Date 4/23/20

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 employee's 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 KH
Date 4/23/25

EXHIBIT A
SPECIAL PROVISIONS

1. **Additional Provisions:** The following provision is added to the Form G-1:

2. **Definitions:** As applies to this agreement, the following terms shall have the meaning stated below:

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

   b. Certificate of occupancy: A document issued by a local municipality or the state, upon the satisfactory completion of required inspections, granting permission to occupy the building for its intended use.

   c. Deed restricted: Housing which has a deed rider and is subject to a long-term affordability covenant of no less than 10 years with a provision for municipal or third-party monitoring which ensures the affordability of the units for a prescribed amount of time and ensures that the occupants of the housing income qualify to live in the housing units.

   d. Grant: The award of funds pursuant to the terms of the Housing Production Municipal Grant, guidance, and this agreement.

   e. Grant applicant: The municipality applying for a Housing Production Municipal grant.

   f. Grantee: A municipality that has been awarded a Housing Production Municipal grant.

   g. Program: The Housing Champion Designation and Grant Program.

   h. Workforce housing: "Workforce housing" as defined in RSA 674:58, namely "housing which is intended for sale and which is affordable to a household with an income of no more than 100 percent of the median income for a 4-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. 'Workforce housing' also means rental housing which is affordable to a household with an income of no more than 60 percent of the median income for a 3-person household for the metropolitan area or county in which the housing is located as published annually by the United States Department of Housing and Urban Development. Housing developments that exclude minor children from more than 20 percent of the units, or in which more than 50 percent of the dwelling units have fewer than 2 bedrooms, shall not constitute workforce housing."

3. **Exhibits Incorporated:** The following exhibits are incorporated into this agreement by reference: Exhibit B: Scope of Services, and Exhibit C: Methods and Conditions of Payments.

Grantee Initials KH
Date 4/23/25

EXHIBIT B
SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:
   a. A current HC Designation

   b. Provided certificates of occupancy for each unit of deed restricted workforce housing received during the state fiscal year immediately preceding a municipality receiving its HC designation.

   c. Demonstrate that it has internal procedures in place or a monitoring agreement with a third-party to enforce the terms in the land use restriction agreement or workforce unit covenant agreement.

2. **Funds:** Subject to available funding, the HPM Grant Program shall award grants to HC-designated municipalities based on the number of deed-restricted workforce housing units for which certificates of occupancy were issued by the municipality in the preceding state fiscal year, at a rate of $10,000 per eligible unit. The Department shall determine the total amount or percentage of available funding to be distributed through the HPM Grant Program, based on program demand, demonstrated need, and available resources.

3. **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.

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

Municipality	Address of Affordable Units	Number of Units Created
Town of Newport	Spring Street Apt. – 32 Spring St. Newport, NH 03773	42
	Total:	42

5. **Grant Award**

Number of Units	Per unit award	Total
16.95	$10,000	$169,500
	Total:	$169,500

Grantee Initials CH
Date 4/23/25

6. **Reporting Requirements:** There is no ongoing reporting requirements associated with this Award.

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

8. **Requirements Not Enumerated Here:** The New Hampshire Housing Champion Designation and Grant Program established pursuant to RSA 12-O:71-75, adopted rules Bea 500, Housing Production Municipal Grant Guidance, 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 KH
Date 4/23/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

1. **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.

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

3. **Registration:** 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

4. **Payment**: The State shall disburse $169,500 to the Grantee by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials KH
Date 4/23/25

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Kyle M. Harris
Town Manager
Town of Newport
15 Sunapee Street
Newport, NH 03773

Housing Champions Award **#HPM24-104**

Dear Authorized Official:

We are pleased to inform you that your application for funding under the Housing Champion Housing Production Municipal Grant has been selected for an award.

The application **Spring Street Apartments** located at 32 Spring Street, Newport, NH 03773 has been awarded grant funding up to **$169,500**.

We congratulate you on this achievement.

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 housingchampions@livefree.nh.gov email address, with your project name and BEA grant number referenced in the email subject line by noon on **April 25, 2025**.
- This grant award is contingent upon execution of a grant agreement between the Municipality, and the BEA, incorporating the Housing Champion 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 April 25, 2025, or the award will be withdrawn without further notice. You must include your newly assigned BEA grant number, **HPM24-104** on all correspondence with BEA and/or your grant administrator.

Please reach out to BEA with any questions at (603) 931-9697 or housingchampions@livefree.nh.gov.

Sincerely,

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.

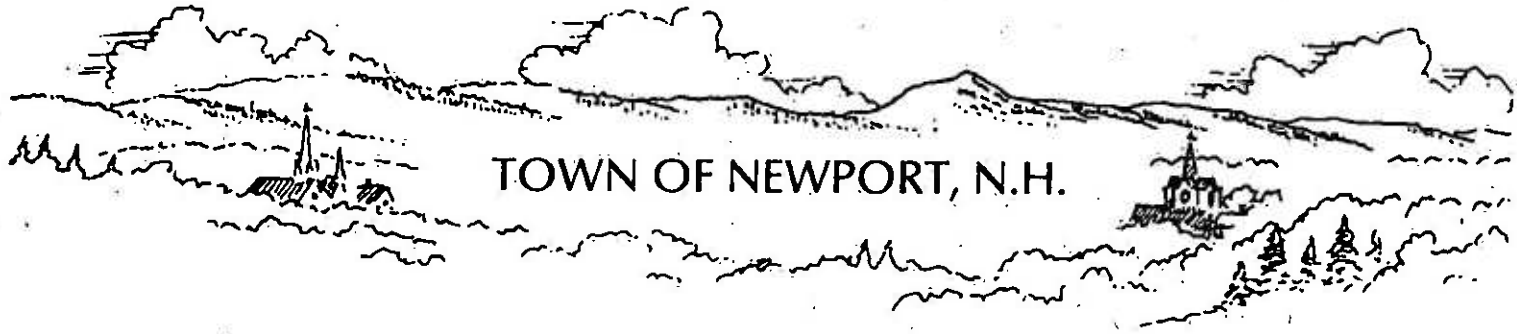
Signature:
I am the Authorized Official for the above-referenced project Spring Street Apartments, Grant # HPM24-104 and acknowledge the requirements of the NHBEA award as identified above.

Town of Newport
Municipality You Represent

Kyle Harris
Signature of Authorized Official

4/23/25
Date signed

Kyle Harris
Printed Name of Authorized Official



DELEGATION OF AUTHORITY

April 21, 2025

To Whom it May Concern:

This is to certify that on Monday, April 21, 2025, the Town of Newport Board of Selectmen voted to accept and expend all funds that may be received from the State of New Hampshire's Department of Business & Economic Affairs.
In addition, the Board of Selectmen voted to designate the current and active Town Manager as being authorized to sign and otherwise execute all documents relating to the implementation of these funds.

Signature of Authorized Official to act on behalf of the Town of Newport

Passed and approve this 21 day of April, 2025

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 Newport 15 Sunapee Street Newport, NH 03773	256	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)**	7/1/2024	7/1/2025	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**	1/1/2025	1/1/2026	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 Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			Date: 4/15/2025 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax