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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 $3,500,000 from the Housing Champion Grant Program to seven (7) Housing Champion (HC) Designated recipients listed on the attached sheet. The awards are for the purpose of expanding and improving infrastructure that supports Program goals of facilitating the development of additional housing in the municipality in accordance with BEA 507 Housing Infrastructure Municipal (HIM) Grant Program, effective upon Governor and Council approval through June 30, 2027. 100% General Funds.

Funding is available in account, Housing Champions, as follows:

	FY2025
03-22-022-221510-63900000-075-500590 – Grants and Subsidies	$3,500,000

EXPLANATION

BEA requests approval to award HIM Grant Program funds and authorization to disburse the awarded funds. Funds will be awarded as grants to the municipalities and will be distributed on a reimbursement basis for actual costs. Awardees will be required to submit documents of all eligible expenses for which reimbursement is sought.

This request is necessary to award grant funds to New Hampshire municipalities that have achieved the HC Designation and applied for HIM Grant funds. These funds may be used for infrastructure improvements or expansion to support the development of additional housing. Each municipality has demonstrated that the funded project is part of a larger infrastructure plan which creates future-proof systems and creates greater housing opportunities.

The HC Designation and Grant Program was established by the New Hampshire Legislature 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 HC Designation applications due on 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. Designated HC municipalities are eligible to apply for grants aimed at developing solutions and advancing infrastructure to alleviate the state's housing shortage.

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visitnh.gov nheconomy.com choosenh.com

In November of 2024, eighteen (18) communities in New Hampshire received the HC Designation. Complementing the HC initiative, the HIM Grant Program provides funding for municipalities to support the construction, or capacity increases of infrastructure designed to address housing needs and economic growth in the community. Eligible uses include new construction or capacity enhancements of infrastructure types that align with the program's goals.

The HC Program allocated $3.5 million of the $5 million for the HIM Grant Program. Applicants were scored based on the criteria established in BEA 507.05(i)(1). With a total applicant request of $5.9 million, a cap of $859,689 was established by the scoring committee to accommodate all eligible applicant communities to achieve the greatest impact throughout the State.

The HIM Grant program is a beneficiary grant.

The Attorney General's Office has reviewed and approved these grant awards as to form, substance and execution.

Respectfully Submitted,

Taylor Caswell
Commissioner

Distribution of funds to Awardees

GRANT NUMBER	GRANTEE	TYPE of INFRASTRUCTURE	REQUESTED GRANT AMOUNT	AWARDED GRANT AMOUNT
HIM24-201	City of Concord (177376)	Sewer	$1,750,000	$859,689
HIM24-203	City of Dover (177380)	Water	$1,500,000	$859,689
HIM24-205	City of Lebanon (177422)	Site Improvements	$158,805	$158,805
HIM24-206	City of Manchester (177433)	Electric/Fire Suppression	$116,753	$116,753
HIM24-207	Town of Newport (177450)	Sewer	$234,375	$234,375
HIM-208	City of Rochester (177467)	Sewer/Water	$411,000	$411,000
HIM-209	Town of Salem (177472)	Water	$1,750,000	$859,689
TOTAL			**$5,920,933**	**$3,500,000**

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name Department of Business and Economic Affairs (BEA)		**1.2. State Agency Address** 100 N. Main Street, Suite 100, Concord, NH 03301	
1.3. Grantee Name City of Concord		**1.4. Grantee Address** 41 Green Street, Concord, NH 03301	
1.5 Grantee Phone # 603-225-8570	**1.6. Account Number** 10-63910000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $859,689
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** Thomas J. Aspell, Jr., City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** *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 TJA
Date 4.18.25

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

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials [illegible]
Date 3-8-05

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 TAA
Date 4.18.25

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

c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

d. Grantee: A municipality that has been awarded a housing production municipal grant.

e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

f. Program: The New Hampshire Housing Champion Designation and Grant Program

g. 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 TJA
Date 4.18.25

EXHIBIT B

SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:

   a. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

   c. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Steeplegate Mall Pump Station Upgrades** located at **Concord Heights, Loudon Rd, Concord, NH 03301**. The project shall replace and upgrade the existing Heights Sewer Pump Station (also known as the Steeplegate Mall Pump Station) and shall include the replacement of approximately 10,000 linear feet of existing sewer main. Sewer main replacement shall primarily occur along Loudon Road, Branch Turnpike Road, Pembroke Road, and Grover Street to support future development in the area.

2. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

3. **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 TJH
Date 11-12-25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $859,689 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials TJA
Date 11.3.25

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Matt Walsh
Deputy City Manager
City of Concord
41 Green Street
Concord, NH 03301

Housing Champions Award #HIM24-201

Dear Authorized Official:

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

The application **Steeplegate Mall Pump Station Upgrades** located Concord Heights, Loudon Rd, Concord, NH 03301 has been awarded grant funding up to **$859,689.**

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding the grant agreements will be submitted for approval to the Governor and Executive Council once the conditions above are

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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, **HIM24-201** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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 **Steeplegate Mall Pump Station Upgrades Project, Grant # HIM24-201** and acknowledge the requirements of the NHBEA award as identified above.

City of Concord
Municipality You Represent

Signature of Authorized Official

4 · 18 · 2025
Date signed

Thomas J. Aspell, Jr.
Printed Name of Authorized Official

City Clerk's Office
41 Green Street, Concord, New Hampshire
(603) 225-8500 or by fax (603) 225-8592
cityclerk@concordnh.gov

CERTIFICATIONS

I, Janice Bonenfant, do hereby certify that I am the City Clerk of the City of Concord, a municipality in the State of New Hampshire, County of Merrimack, in the United States of America.

At a City Council Meeting held on December 9, 2024, the City Council adopted Resolution #9697, attached hereto, which authorized the City Manager to apply for funding from the New Hampshire Department of Business and Economic Affairs InvestNH Housing Infrastructure Municipal Grant Program. As such, the City Manager is authorized to make statements and execute all documents associated this this application.

The City's Charter and Code of Ordinances further authorize the City Manager to execute any documents and perform any other acts necessary or convenient to cause the City to execute documents related to the implementation of all programs and contracts administered through the City as prescribed by NH RSA 49- C. As such, the City Manager is further authorized to make statements and execute all documents associated this this application.

The City hereby acknowledges that the names and business addresses of all applicants, and amounts of awards made to them, will be public information subject to disclosure under NH State Law RSA 91-A.

The City hereby authorizes the State of New Hampshire and NH Department of Business and Economic Affairs to share the information provided within this application with other state and federal governmental agencies, contractors, and service providers in order to assess the application or administer this project.

The City hereby agrees to respond within thirty (30) days and cooperate fully with any post award requests for information related to this program.

The City certifies that Thomas J. Aspell, Jr. is the City Manager of the City of Concord and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any contracts with the State of New Hampshire.

The City certifies that the information in this application is true and correct to the best of the applicant's knowledge and belief, subject to NH State Law RSA 641:3.

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, Janice Bonenfant, City Clerk of Concord, New Hampshire, have hereunto set my hand and official seal at on the date written below.

Janice Bonenfant
City Clerk
April 18, 2025

Thomas J. Aspell, Jr.
City Manager
April 18, 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:*
City of Concord 41 Green Street Concord, NH 03301	145	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)	
X **Automobile Liability** Deductible Comp and Coll: $1,000 ☐ Any auto	7/1/2024	7/1/2025	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	7/1/2024	7/1/2025	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk Includes Fire and Theft)**	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301	By: Mary Beth Purcell Date: 4/16/2025 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 City of Dover		**1.4. Grantee Address** 288 Central Avenue, Dover, NH 03820	
1.5 Grantee Phone # 603-516-6008	**1.6. Account Number** 10-63910000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $859,689
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** J. Michael Joyal Jr.	
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:** 5/25/25			
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 seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
Date 4-24-25

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

   c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

   d. Grantee: A municipality that has been awarded a housing production municipal grant.

   e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

   f. Program: The New Hampshire Housing Champion Designation and Grant Program

   g. 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 11-29-25

EXHIBIT B

SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:

   a. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

2. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Central Ave Water Main Replacement** located at **Central Ave and Broadway, Dover, NH 03820**. The project involves replacing the aging 1880s cast iron water main along Central Avenue and Abbey Sawyer Memorial Highway to improve the reliability and performance of Dover's water distribution system. This upgrade will increase water flow capacity and strengthen the connection between the southern part of the city and its well supply pumps and storage tanks. The improvements will also support future residential development and contribute to the long-term sustainability and resilience of the overall system. Additionally, the project will facilitate the rehabilitation of the Garrison Hill Water Storage Tank, which is the only storage facility serving Dover's main pressure zone.

3. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment:** The State shall disburse to the Grantee a maximum of $859,689 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials
Date 4-24-25

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 11, 2025

Via email only:
J. Michael Joyal
City Manager
City of Dover
288 Central Avenue
Dover, NH 03820

Housing Champions Award #HIM24-203

Dear Authorized Official:

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

The application **Central Ave Water Main Replacement (Garrison Hill Water Storage Tank to Abbey Sawyer Memorial Highway)** located at Central Ave and Broadway, Dover, NH 03820 has been awarded grant funding up to **$859,689**.

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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

- Contingent on availability of funding 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, **HIM24-203** on all correspondence with BEA and/or your grant administrator.
- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Central Ave Water Main Replacement Project, Grant # HIM24-203** and acknowledge the requirements of the NHBEA award as identified above.

City of Dover
Municipality You Represent

Signature of Authorized Official

J. Michael Joyal, Jr.
Printed Name of Authorized Official

4-24-25
Date signed

CERTIFICATE OF AUTHORITY

I, Jerrica Vansylyvong-Bizier, City Clerk/Tax Collector for the City of Dover, New Hampshire, do hereby certify that the City Council authorized the City Manager on April 23, 2025 to apply for and accept the Housing Champion Housing Infrastructure Municipal Grant from the NH Department of Business and Economic Affairs. They authorized the City Manager to execute any documents which may be necessary for the City of Dover; this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and the following now occupies the office indicated above:

JAMES MICHAEL JOYAL, JR., CITY MANAGER

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Dover, New Hampshire this 24th day of April, 2025.

Jerrica Vansylyvong-Bizier, City of Dover
City Clerk/Tax Collector

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this the 24th day of April, 2025, before me, the undersigned officer, personally appeared Jerrica Vansylyvong-Bizier, City Clerk/Tax Collector, herself to be the City Clerk for the City of Dover New Hampshire and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for the purpose herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

ANNIE D. BAKER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 4, 2028

(Seal) Notary Public

My Commission Expires: 10-4-2028

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Dover 288 Central Avenue Dover, NH 03820	156	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:			Combined Single Limit (Each Accident)	
	Any auto			Aggregate	
X	**Workers' Compensation & Employers' Liability**	7/1/2024	7/1/2025	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301					By: Mary Beth Purcell Date: 4/24/2025 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 City of Lebanon		**1.4. Grantee Address** 51 N. Park Street, Lebanon, NH 03766	
1.5 Grantee Phone # 603-442-6101	**1.6. Account Number** 10-6391 0000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $158,805
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** SHAUN MULHOLLAND, CITY MANAGER	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** *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 4/15/25

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

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials

Date 4/15/25

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 _____
Date 4/15/25

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

   c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

   d. Grantee: A municipality that has been awarded a housing production municipal grant.

   e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

   f. Program: The New Hampshire Housing Champion Designation and Grant Program

   g. 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 4/15/25

EXHIBIT B

SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:

   a. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

   c. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Barrow Street Cottage Housing** located at **Barrow Street, Lebanon, NH 03766**. The project is for site work which include drinking water, sanitary sewer, stormwater, roads, and electrical at 0 Barrows Street for the purpose of constructing a cottage cluster development for five (5) new single-family homes. The City, as the developer, is using municipal property to provide lower than market rate homes.

2. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

3. **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 [illegible]
Date 4/15/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $158,805 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials
Date 9/15/25

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Shaun Mulholland
City Manager
City of Lebanon
51 Park Street
Lebanon, NH 03766

Housing Champions Award #HIM24-205

Dear Authorized Official:

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

The application **Barrows Street Cottage Housing** located at Barrows Street, Lebanon, NH 03766 has been awarded grant funding up to **$158,805.**

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding the grant agreements will be submitted for approval to the Governor and Executive Council once the conditions above are

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

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, **HIM24-205** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Barrows Street Cottage Housing Project, Grant # HIM24-205** and acknowledge the requirements of the NHBEA award as identified above.

City of Lebanon
Municipality You Represent

Shaun Mulholland
Signature of Authorized Official

4/15/2025
Date signed

Shaun Mulholland, City Manager
Printed Name of Authorized Official

CERTIFICATE OF VOTE AUTHORIZATION

CITY OF LEBANON, NEW HAMPSHIRE

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

1. I am the duly appointed City Clerk of the City of Lebanon, New Hampshire:
2. The City of Lebanon, NH, per vote of the Lebanon City Council on June 21, 2023, for the adoption of Grants Policy #01-01-C, has authorized the City Manager to execute any documents necessary for grant agreements;
3. I hereby certify that this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;
4. This Authority remains valid for thirty days from the date of this Certificate of Authority.
5. Shaun Mulholland is the current duly appointed City Manager of the City of Lebanon, New Hampshire.
6. Shaun Mulholland is authorized on behalf of the City of Lebanon to enter into said contract, Housing Champions Award #HIM24-205, with the NH Department of Business and Economic Affairs and to execute all documents, agreements and other instruments.

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Lebanon, New Hampshire this 16th day of April 2025.

Jaseya Ewing

Jaseya G. Ewing, Lebanon City Clerk

State of New Hampshire

County of Grafton

On this 16th day of April 2025, before me Jaseya Ewing, the undersigned officer, personally appeared Jaseya G. Ewing who acknowledged herself to be the City Clerk of the City of Lebanon, being authorized so to do, executed the following instrument for the purposes therein contained.

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

Diane M Mulholland

~~Justice of the Peace~~/Notary Public

(seal) Commission Expiration Date: 3/13/2029

DIANE M. MULHOLLAND STATE OF NEW HAMPSHIRE -MY- COMMISSION EXPIRES MARCH 13, 2029 NOTARY PUBLIC

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

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

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
	Professional Liability (describe)			General Aggregate	$ 10,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	$2,000,000
	Any auto			Aggregate	$10,000,000
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	
X	**Property (Special Risk Includes Fire and Theft)**	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:		Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange
					By: Mary Beth Purcell
Department of Business and Economic Affairs 100 North Main Street, Ste. 100 Concord, NH 03301					Date: 4/15/2025 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 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** 10-63900000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $116,753
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 5/24/25

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

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials
Date 4/24/25

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

c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

d. Grantee: A municipality that has been awarded a housing production municipal grant.

e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

f. Program: The New Hampshire Housing Champion Designation and Grant Program

g. 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. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

   c. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Merrimack Street Fire Suppression System Installation** located at **231 Merrimack Street, Manchester NH 03103**. This grant would cover the costs to install a new fire suppression system (including electrical components) required to meet state fire code which will allow for 30 workforce housing units.

2. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

3. **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 9/24/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $116,753 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed 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 #HIM24-206

Dear Authorized Official:

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

The application **Merrimack Street Fire Suppression System Installation** located at 231 Merrimack Street, Manchester, NH 03103 has been awarded grant funding up to **$116,753.**

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding the grant agreements will be submitted for approval to the Governor and Executive Council once the conditions above are

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

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, **HIM24-206** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Merrimack Street Fire Suppression System Installation Project, Grant # HIM24-206** 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 Town of Newport		**1.4. Grantee Address** 15 Sunapee Street, Newport, NH 03773	
1.5 Grantee Phone # 603-863-1360	**1.6. Account Number** 10-639 00000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $234,375
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		**1.12. Name & Title of Grantee Signor 1** Kyle Harris, 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 seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials KH
Date 4/22/25

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 CH
Date 4/23/21

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

   c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

   d. Grantee: A municipality that has been awarded a housing production municipal grant.

   e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

   f. Program: The New Hampshire Housing Champion Designation and Grant Program

   g. 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. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

   c. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Sanitary Sewer Infrastructure Expansion Plan** located at **Town of Newport, Newport, NH 03773**. This grant would support a feasibility study is to evaluate system capacity, identify expansion routes and will include development of preliminary design and assessing environment impacts to accommodate North Main Street. The Sanitary Sewer System Expansion planning grant will assess the feasibility and design of expanding its sewer infrastructure to support future housing development which is strained due to a recent surge in affordable housing projects such as Spring Street Development (42 units) and Ruger Mill Development (70 units opening fall of 2025).

2. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $234,375 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials KH
Date 4/27/22

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 #HIM24-207

Dear Authorized Official:

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

The application **Sanitary Sewer Infrastructure Expansion Plan** located at Town of Newport, Newport, NH 03773 has been awarded grant funding up to **$234,375.**

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding the grant agreements will be submitted for approval to the Governor and Executive Council once the conditions above are

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

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, **HIM24-207** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Sanitary Sewer Infrastructure Expansion Plan, Grant # HIM24-207** and acknowledge the requirements of the NHBEA award as identified above.

Town of Newport
Municipality You Represent

Signature of Authorized Official

4/23/25
Date signed

Kyle Harris
Printed Name of Authorized Official

TOWN OF NEWPORT, N.H.

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, 20 25

15 Sunapee Street • Newport, N.H. 03773

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)** **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: $1,000 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
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			By: Mary Beth Purcell Date: 4/15/2025 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 City of Rochester		**1.4. Grantee Address** 31 Wakefield Street, Rochester, NH 03867	
1.5 Grantee Phone # 603-335-7595	**1.6. Account Number** 10-63900000-500590	**1.7. Completion Date** 6/30/2027	**1.8. Grant Limitation** $411,000
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 Kathryn Ambrose		**1.12. Name & Title of Grantee Signor 1** Kathryn Ambrose, City Manager	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Taylor Caswell, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) **By:** *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 KA
Date 5/6/25

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

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials KA
Date 5/6/25

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 KA
Date 5/6/25

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

c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

d. Grantee: A municipality that has been awarded a housing production municipal grant.

e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

f. Program: The New Hampshire Housing Champion Designation and Grant Program

g. 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 KA
Date 5/6/25

EXHIBIT B

SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:

   a. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

   c. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Nutter Woods** located at **McKinley and Olde Farm Road, Rochester, NH 03867.** This infrastructure project includes: replacing 475' existing 6" sewer main with a new 8" main and replacing existing sewer manholes; installing 115' of new 8" sewer main; installing 475' of new 8" ductile iron water main, (2) new fire hydrants, (8) service connections; and reclaiming 1,350 SY, fine grade and pave at 4" thickness with gravel shoulders for the purpose of constructing a senior housing development consisting of 120 one-bedroom apartments within 4 buildings.

2. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

3. **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 KA
Date 5/6/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $411,000 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials KA
Date 5/6/25

BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

April 11, 2025

Via email only:
Michael Scala
Director of Economic Development
City of Rochester
31 Wakefield Street
Rochester, NH 03867

Housing Champions Award #HIM24-208

Dear Authorized Official:

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

The application **Nutter Woods** located at McKinley & Olde Farm Road, Rochester, NH 03867 has been awarded grant funding up to **$411,000.**

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

- As the authorized official for this project, you must acknowledge receipt of this award letter and the funding requirements outlined below. Please return a fully executed copy of this letter to BEA via our 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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding 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, **HIM24-208** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Nutter Woods Project, Grant # HIM24-208** and acknowledge the requirements of the NHBEA award as identified above.

City of Rochester
Municipality You Represent

Kathryn Ambrose
Signature of Authorized Official

5/6/2025
Date signed

Kathryn Ambrose
Printed Name of Authorized Official

City of Rochester, New Hampshire

OFFICE OF THE CITY MANAGER
31 Wakefield Street • Rochester, NH 03867-1917
(603) 332-1167 www.rochesternh.gov

CERTIFICATE OF AUTHORITY

Date: May 6, 2025

To: Whom it may concern:

I, Kathryn Ambrose, currently serve as, the City Manager for the City of Rochester.

I am a designated "officer" of the City of Rochester and have authorization to execute documents related to implementation of programs administered through New Hampshire Department of Business and Economic Affairs as outlined in the City of Rochester's Operating Policies as noted below:

The City's Grant Application Policy, last revised and approved by the City Council on October 2, 2018, provides the City Manager with the authority to approve all grant applications.

This information serves as a summary of the documentation of record establishing the authority of the City Manager to execute documents on behalf of the City of Rochester in regard to the BEA Housing Champion Grant (HIM24-208) for D.R. Lemieux Builders LLC. and their property at 77 Olde Farm Road, Rochester, NH.

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

IN WITNESS WHEREOF, I, Kelly Walters, City Clerk of Rochester, New Hampshire, have hereunto set my hand an official seal at Rochester on the date written below.

Date 5/6/2025

Kelly Walters

Kelly Walters, City Clerk

Witness: Susan E Morris

SUSAN E MORRIS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
January 26, 2027

Kathryn Ambrose

Kathryn Ambrose, City Manager

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
City of Rochester 31 Wakefield Street Rochester, NH 03867	280	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	7/1/2024	7/1/2025	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			By: Mary Beth Purcell Date: 4/24/2025 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 City 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** 6/30/2027	**1.8. Grant Limitation** $859,689
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 4/30/24

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

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

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

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

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

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

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

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

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

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

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

7. RECORDS and ACCOUNTS.

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

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

8. PERSONNEL.

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

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

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

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

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

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

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

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

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

11. EVENT OF DEFAULT: REMEDIES.

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

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

11.1.2 Failure to submit any report required hereunder; or

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

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

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

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

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

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

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

12. TERMINATION.

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

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

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

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

13. CONFLICT OF INTEREST. No officer, member, or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials [illegible]
Date 4/23/15

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 JKG
Date 4/23/16

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

c. Grant applicant: The municipality applying for a Housing Infrastructure Municipal Grant.

d. Grantee: A municipality that has been awarded a housing production municipal grant.

e. Housing infrastructure: Any infrastructure that supports housing including but not limited to new construction or capacity increases for drinking water, sanitary sewer, stormwater, highway infrastructure, telecommunications, and electrical distribution infrastructure.

f. Program: The New Hampshire Housing Champion Designation and Grant Program

g. 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 JM
Date 4/13/25

EXHIBIT B

SCOPE OF SERVICES

1. **Overview:** The State has awarded funds to the Grantee because the Grantee has:

   a. The State has awarded funds to the Grantee because the Grantee holds a current Housing Champion Designation and will use the funds to support new construction, or capacity increases for infrastructure projects that help enable additional housing development in the municipality. Eligible infrastructure improvements include:
      (1) Drinking water infrastructure improvements
      (2) Sanitary sewer infrastructure improvements
      (3) Stormwater system creation, expansion, or upgrades;
      (4) Highway infrastructure;
      (5) Telecommunications;
      (6) Electrical distribution, including switchgear or transformers; and
      (7) Fire suppression system upgrades for conversion of existing buildings to residential use in order to meet the requirements of the state fire code and RSA 153:5.

   b. Provide at least a 25 percent funding match.

2. **Identification of the Project:** The Project for which the Grant Award has been approved is identified as **Brady Ave Water Construction Project** located at **Brady Ave, Salem, NH 03079**. The purpose of the Brady Avenue project is to replace aged and undersized water infrastructure in order to improve water quality and enhance the City's water supply capabilities. The scope of work includes the design, bidding, and construction of a new 12-inch ductile iron water main to replace the existing 6-inch main. Design work, scheduled from August 2024 through January 2025, includes approximately 3,300 linear feet of water main with associated hydrants, valves, and water services from Cortland Drive to #75 Brady Avenue as part of the base bid. An additional 3,400 linear feet of water main from 75 Brady Avenue to Lowell Road (Route 38) is included as Bid Alternate #1. The project will proceed to public bidding from January through March 2025. Construction of both the base bid and bid alternate is anticipated to begin in May 2025 and be completed by May 2026.

3. **Reporting Requirements:** The Grantee shall report annually on the Project's status using the form provided by the State. The State may modify the reporting requirements, modify the reporting form, and/or request additional information at any time. Reporting will include monthly progress reports.

4. **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 JCR
Date 4/23/25

EXHIBIT C
METHODS AND CONDITIONS OF PAYMENT

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

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

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

3. **Method of Disbursement**
   a. **Responsibilities of Grantees Acting as Pass-Through Entities:** If the Grantee is not carrying out the project itself and instead is passing Award funds on to an independent developer:
      (1) The Grantee is solely responsible for ensuring that the independent developer carries out the Project in compliance with all Program terms and conditions. The Grantee is also responsible for collecting and transmitting the required Project status reports to the State and for ensuring the accuracy of those reports.
      (2) Reimbursement requests must be submitted by the Grantee, and the Grantee is responsible for ensuring the accuracy of those requests and any supporting documentation. Reimbursement payments will be made to the Grantee.
      (3) If the Grantee becomes aware of any non-compliant reimbursement expense or any action taken beyond the authorized scope of the Project, the Grantee must immediately notify the BEA of the non-compliance and complete mitigation necessary to bring the Project into compliance. Resolution of non-compliance is the sole responsibility of the Grantee.

   b. **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

   c. **Form of Payment**: The State shall disburse to the Grantee a maximum of $859,689 over the period of performance for the purposes of performing the services described in Exhibit B. Reimbursement by the State shall be completed by check or Electronic Funds Transfer ("EFT") in accordance with the vendor registration.

Grantee Initials [illegible]
Date 4/25/24

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 #HIM24-209

Dear Authorized Official:

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

The application **Brady Ave Water Construction** located along Brady Ave, Salem, NH 03079 has been awarded grant funding up to **$859,689.**

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 your organization, BEA, and the administrator of your project, if applicable, incorporating the Housing Champions 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.
- Contingent on availability of funding the grant agreements will be submitted for approval to the Governor and Executive Council once the conditions above are

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

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, **HIM24-209** on all correspondence with BEA and/or your grant administrator.

- Your project is not eligible to request reimbursements until you receive a "Notice to Proceed" from InvestNH.

Please reach out to BEA with any questions at (603) 931-9697 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, **Brady Ave Water Construction Project, Grant # HIM24-209** and acknowledge the requirements of the NHBEA award as identified above.

Salem
Municipality You Represent

Signature of Authorized Official

4/23/25
Date signed

Joseph Dwan
Printed Name of Authorized Official

TOWN OF SALEM, NEW HAMPSHIRE

33 GEREMONTY 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 (*Date*), before me,

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

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

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)**	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:			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:** 4/22/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**