



New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS



September 2, 2026

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

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, to enter into a **retroactive** amendment to the existing contract with the Town of Conway (VC# 177377) as part of the InvestNH Municipal Demolition Program, by **retroactively** extending the completion date from to June 30, 2026 to August 31, 2026 with no change to the price limitation of \$360,110, effective upon Governor and Council approval. The agreement was originally approved by the Governor and Council on September 25, 2024, item #97. It was subsequently amended on October 30, 2024, item #5N and June 04, 2025, item #5J. **100% Federal Funds.**

EXPLANATION

The Department of Business and Economic Affairs (BEA) respectfully requests approval of a **retroactive** amendment to the InvestNH Municipal Demolition Grant Program award agreement with the Town of Conway. The retroactive amendment was necessary to provide the Department with sufficient time to obtain guidance regarding the application of American Rescue Plan Act (ARPA) State Fiscal Recovery Funds (SFRF) revenue-replacement requirements and to ensure that the amended agreement remains compliant with applicable federal requirements, thereby avoiding potential regulatory and legal issues. This request does not require authorization of any additional funds.

Approval of the amendment further provided the Town of Conway with the additional time needed to complete the demolition project before applicable ARPA deadlines. The amendment request accounts for funding flexibility, as the Governor's Office for Emergency Relief and Recovery (GOFERR) has confirmed that the funds may be reallocated if the project were to be withdrawn before the amended completion deadline.

The InvestNH Demolition Grant Program, administered by BEA, provides capital assistance to municipalities for demolition projects undertaken directly by municipalities or through a pass-through to developers for demolition and environmental abatement of structures in support of housing development. Demolition grants are intended to defray the costs of demolishing or abating vacant and dilapidated structures that are unsuitable for residential use. To date, 72 demolition projects have been awarded throughout New Hampshire, supporting the creation of approximately 2,302 housing units.

The North Conway House project, located at 109 Pine Street in Conway, involved the demolition and redevelopment of the historic North Conway House to create affordable housing for individuals experiencing homelessness or at risk of homelessness. The project experienced significant delays due to historic preservation requirements and environmental remediation, which had also contributed to increased project costs. Despite these challenges, all required planning, bonding, permitting, and site plan approvals have been completed, and a building permit has been issued. The development team has completed environmental and historic preservation consultations and has established an environmental remediation plan.

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Physical demolition has not yet commenced by 6/30/26; however, substantial demolition work was anticipated during the summer of 2026. The project has commenced and completed demolition by the requested amended deadline of August 31, 2026. If issues arise during the closeout process, remaining grant funds will be returned through GOFERR in accordance with applicable ARPA requirements.

BEA respectfully requests approval of this amendment to the InvestNH Municipal Demolition Grant Program award agreement with the Town of Conway. The amendment does not authorize or require any additional funding and is intended solely to provide the necessary period of performance modification to adjust for unforeseen project delays while maintaining compliance with applicable federal and state requirements.

If federal funds become unavailable, General Funds will not be requested to support this program.

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

Respectfully Submitted,



Lucy Lange
Commissioner

Amendment #3 to Grant Award Agreement DEMO22-151

This grant award amendment ("Amendment") is entered into this 2nd day of July, 2026, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Business and Economic Affairs, 100 N. Main Street, Suite 100, Concord, NH, 03301 (hereinafter referred to as "the State") and the Town of Conway, 23 Main St. Center, Conway, NH 03813, (hereinafter referred to as "Grantee"), collectively referred to as ("the Parties").

WHEREAS, the Parties entered into a grant agreement for the demolition of 109 Pine Street, Conway, NH 03813, approved by the Governor and Executive Council on September 25, 2024, item #97 and amended October 30, 2024, item 5N and June 04, 2025 (hereinafter known as "the Agreement");

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

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

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

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

1. G-1, section 1.7 of the Agreement is hereby deleted and replaced with the following: **August 31, 2026.**
2. G-1, Exhibit B, 6 of the Agreement Project – Completion Deadline, June 30, 2025 – is hereby deleted and replaced with the following: **August 31, 2026.**
3. G-1, Exhibit B, 11 of the Agreement - Project Completion Deadline, "all expenses chargeable to the award must be incurred before June 30, 2025, and the project must be complete on or before June 30, 2025. All required reports and requests for reimbursements must be submitted on or before August 29, 2025" - is hereby deleted and replaced with the following: **"All expenses chargeable to the award must be incurred before June 30, 2026, and the project must be complete on or before August 31, 2026. All required requests for reimbursements must be submitted on or before August 31, 2026. All required reports will continue until demolition project completion date plus one month."**
4. This Amendment shall become effective upon its approval by the Governor and Executive Council of the State of New Hampshire.
5. Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the Parties thereunder shall remain in full force and effect in accordance with the terms and conditions as set forth therein.

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



Town of Conway:

BY: Steve Porter date 7/28/26
Steve Porter, Chair of Select Board
Town of Conway

STATE OF NEW HAMPSHIRE:

Lucy Lange date 9-1-26
Lucy Lange, Commissioner
Department of Business and Economic Affairs
State of New Hampshire

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

Signature Vasilios Manthos
Name Vasilios Manthos, Assistant Attorney General
Date 9/10/26

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

Signature _____
Name _____
Date _____

SLP 7/28/26

CERTIFICATE OF AUTHORITY

I, Louise Inkell, being the duly elected or appointed Town Clerk of Conway, New Hampshire (the "Town") do hereby certify as follows:

FIRST: At the Town Meeting held on April 8, 2003, the inhabitants of the Town voted to authorize the Town to apply for, accept, and expend money from governmental or private sources, which may become available during the year, according to the procedures set forth in law.

SECOND: At a regular meeting of the Town's Board of Selectmen (the "Selectmen") held on July 30, 2024, the Selectmen voted to accept a demolition grant for 109 Pine Street, grant award: DEMO22-151, and enter into a grant contract (the "Contract") with the New Hampshire Department of Business and Economic Affairs (the "BEA"), subject to Governor and Executive Council approval. The Selectmen further authorized the Select Board Chair to execute any documents and perform any other acts necessary or convenient to cause the Town to enter into the Contract with the BEA.

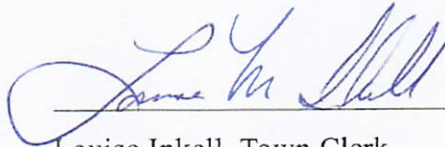
THIRD: The following person has been elected or appointed to and now occupies the office of Selectmen

Steve Porter, Chair, Board of Selectmen

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

IN WITNESS WHEREOF, I, Louise Inkell, Town Clerk of Conway, New Hampshire, have hereunto set my hand and official seal at Town Hall in Conway, NH on the date written below.

Date: 8 July 2024



Louise Inkell, Town Clerk

There was discussion regarding the need for them during things such as road closures, construction, accidents, Fourth of July, etc.

The cost to rent two for a week from Coleman's has been \$900.

If purchased, Mr. Smith stated that they could be kept at the garage and could be deployed by using any of the Town trucks with a trailer hitch.

There was discussion regarding the justification of price.

It was stated that the Town could definitely use them a lot more often if they owned them.

It was also stated that if something happens in the middle of the night, there is no way to rent one from Colemans.

Fire Chief Remington also expressed that he believed there were lots of situations that they could be used.

Mr. Colbath stated that he had a hard time justifying the cost and referred to them as a luxury item.

Mr. Shepard disagreed and stated that if they could use ARPA funds, this would be one more tool to be efficient.

Mr. Colbath moved, seconded by Mr. Porter, to expend up to \$40,000 of ARPA funds for the purchase of two roadside message boards. The motion carried unanimously.

ACCEPTANCE OF INVESTNH GRANT FUNDING

- a. 109 Pine Street
- b. 133 Ridgeline Development

Mr. O'Connor explained that they had received two more grants from the InvestNH Grant program.

The first is for a demolition grant for 109 Pine Street.

The second was applied for through the Ridgeline Development where there are 15 affordable units.

At a previous meeting, the Board had approved an agreement with the developers where the building permit costs of \$8,955.60 would be reimbursed to Ridgeline if this grant was awarded, and the remaining funds would be utilized for zoning updates.

Mr. Colbath moved, seconded by Mr. Porter, to accept a grant for the 109 Pine Street: DEMO 22-151, and enter into a grant contract with the New Hampshire Department of Business and Economic Affairs (the "BEA"), subject to Governor and Executive Council approval; and further authorized the Select Board Chair to execute any documents and perform any other acts necessary or convenient to cause the Town to enter into the Contracts with the BEA. The motion carried unanimously.

Mr. Colbath moved, seconded by Mr. Porter, to accept a per-unit grant for Ridgeline Development grant award: MPU22-133, and enter into a grant contract with the New Hampshire Department of Business and Economic Affairs subject to Governor and Executive Council approval. The Selectmen further authorized the Select Board Chair to execute any documents and perform any

other acts necessary or convenient to cause the Town to enter into the Contract with the BEA. The motion carried unanimously.

DISCUSSION OF CLEAN WATER STATE REVOLVING FUND

Mr. O'Connor explained that he had been working on the application to help the Town be able to reassess and remap the flood plain.

If completed, it would go before the voters on the 2025 warrant.

Mr. O'Connor noted that the grant of \$100,000 would cover the cost of remapping the flood plain.

Mr. O'Connor noted that he would continue working on the application and report back to the Board.

Mr. Colbath moved, seconded by Mr. Porter, to direct the Town Planner to move forward with project as presented and report back to the Board on regular intervals. The motion carried unanimously.

DISCUSSION OF VOTING MACHINE TRADE-IN

Town Clerk/Tax Collector Louise Inkell appeared before the Board to discuss the potential for trading in the Town's old ballot tabulator to LHS for \$100 in credit towards their purchase of the poll pads.

She explained that the machines were obsolete.

Mr. Colbath moved, seconded by Mr. Shepard, to trade in their Accuvote machine to LHS for \$100 in credit. The motion carried unanimously.

There was discussion on whether the School should purchase a third voting tabulator.

It was explained that if they ever had to do their own election, they would need a machine.

Ms. Inkell explained that their two new voting tabulators were going to be delivered on August 14, 2024 and went over the training dates for those machines.

Ms. Inkell noted that the Selectmen had already approved the expenditure of ARPA funds for the purchase of the two voting tabulators, but was made aware of a grant opportunity through the Secretary of State's office for \$3,500.

The only caveat would be that the State would then be part owner of the machines and would then require more documentation as it was part of their inventory.

She wondered if the Board would like her to apply for these funds.

The consensus of the Board was that they were not in favor of applying for the grant through the State to help fund the purchase of the voting tabulators.

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: Town of Conway 23 Main Street PO Box 2680 Conway, NH 03818		Member Number: 146	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	1/1/2026	1/1/2027	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	1/1/2026	1/1/2027	Combined Single Limit (Each Accident)	\$2,000,000
			Aggregate	\$10,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	☒ Statutory	
			Each Accident	\$2,000,000
			Disease — Each Employee	\$2,000,000
			Disease — Policy Limit	
☒ Property (Special Risk includes Fire and Theft)	1/1/2026	1/1/2027	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: <i>Mary Beth Purcell</i> Date: 7/8/2026 mpurcell@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Dept. Business & Econ. Affairs 100 N. Main St., Ste 100 Concord, NH 03301			