

**InvestNH Municipal Planning & Zoning Grant Program  
Housing Opportunity Planning Grant**

**GRANT AGREEMENT**

This agreement ("Agreement") is by and between New Hampshire Housing Finance Authority, 32 Constitution Drive, Bedford, NH 03110, ("NHHFA") and the Town of Warner, New Hampshire ("Grantee").

NHHFA is administering the InvestNH Municipal Planning & Zoning Grant Program ("the Program") under contract with the NH Department of Business and Economic Affairs ("BEA"). BEA has established the Program using funds awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021)).

Pursuant to a competitive application process NHHFA will provide a grant to Grantee for a project consistent with the Program objectives and Grantee's approved application ("the Project").

Grantee will undertake and complete the Project pursuant to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

1. GRANT AMOUNT: \$27,930
2. EFFECTIVE DATE: December 4, 2024
3. COMPLETION DATE: September 30, 2026
4. PROGRAM ADMINISTRATOR. This Program is administered by NHHFA. Project communications with Grantee will generally be by and with NHHFA.
5. PROJECT PERFORMANCE AND CONSULTANT SELECTION. Grantee agrees to perform work to complete the Project pursuant to the terms and conditions of the Scope of Work (Exhibit A). Grantee's application to the Program is considered part of this Agreement and any commitments included within the application will be binding on Grantee. Program application instructions, forms, and associated materials are also conditions to this Agreement.

Grantee acknowledges that it is responsible to complete all Project work and that it will deliver to the Program Administrator (a) all required work under the Scope of Work; (b) all required documentation under the Scope of Work; and (c) all other requirements, duties, obligations and responsibilities of Grantee under the Scope of Work. Grantee

acknowledges and agrees that NHHFA will have the sole authority and discretion to determine whether Grantee has met the requirements set forth in this Agreement.

Grantee shall subcontract with a consultant to perform the work of the Project. Grantee may select its consultant from the list of qualified contractors published as part of the Program without engaging in a competitive process. The Grantee may otherwise engage in a competitive process to choose its consultant, but the consultant chosen by the Grantee will be subject to approval NHHFA. NHHFA reserves the right to assess the qualifications of such consultants and to reject those it deems to be unqualified to perform the proposed work. Grantee's contractor may subcontract Project work only upon review and written approval of subcontractor's qualifications by NHHFA. Grantee will at all times be responsible for Project performance under this Agreement.

6. MONTHLY PROGRESS REPORTS. Grantee will report to NHHFA every other month with a progress update towards implementing its proposed Scope of Work, completed tasks, and metrics of success including documentation on public meetings, workshops and hearings, public participation levels and additional outreach efforts. Reports must be submitted and signed by the municipality. See EXHIBIT C for full list of reporting dates.

Progress reports will consist of a completed two-page form and any attached deliverables provided by the Grantee to support activities completed during the reporting month. If Grantee is submitting a progress report that includes a draft of any proposed regulations, NHHFA reserves the right to comment on that draft prior to notice of public hearings held by the Grantee's planning board or other cognizant body.

7. CLOSE OUT OF CONTRACT. Grantee must submit its final invoice within 10 days of the Completion Date. Any invoice submitted after that date will not be eligible for reimbursement. Grantee must submit a final report to the Program Administrator on or before the Completion Date. Any funds remaining unexpended after the final invoice will not be eligible for any further reimbursement. Any funds used for unallowed costs shall be returned with the final report to Program Administrator by check payable to New Hampshire Housing Finance Authority.

8. POST-COMPLETION PROJECT REPORTS. If Grantee adopts ordinances or regulations paid in whole or part with these grant funds, Grantee will report on permitting and development activity under the regulations for a period of three (3) years after Completion Date in a form determined by NHHFA.

9. PROJECT TERM EXTENSION. No extensions will be permitted. All funds must be expended by September 30, 2026. Grantee must ensure that the Project work is performed in a manner that is consistent with the time periods set forth in the Scope of Work and with the Completion Date.

10. COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS, REGULATIONS, AND RULES. By signing this Agreement, Grantee covenants and agrees that it will fully comply with all applicable provisions of these documents as well as all other applicable local, state and federal laws, regulations and rules that may be applicable to the conduct of this Project.

11. CONFLICT OF INTEREST. Grantee agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this Agreement. Grantee will disclose in writing to Program Administrator any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. RESTRICTION ON ADDITIONAL FUNDING. Grantee acknowledges and agrees that no portion of the funds under this Agreement may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.

13. UNIQUE ENTITY IDENTIFIER. Grantee must (i) be registered in SAM.gov; (ii) provide a valid unique entity identifier; and (iii) continue to maintain an active SAM.gov registration with current information at all times during the term of the Project. Registration instructions are here: <https://sam.gov/content/home>.

14. PUBLICATIONS. With the exception of ordinances, regulations, and rules proposed or adopted by Grantee, any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award number SLFRP0145 awarded to the State of New Hampshire by the U.S. Department of the Treasury."

15. LIABILITY AND INDEMNIFICATION. NHHFA will not be liable for the action or inaction of Grantee in the performance of its duties under this Agreement. Further, Grantee will indemnify NHHFA and its employees, members, officers, counsel, and other representatives from all claims, causes of action, liability, loss, damage, or expense arising or resulting from Grantee's actions, including, but not limited to negligence and willful or intentional conduct in performing the work contemplated under this Agreement or arising in any way under this Agreement.

16. NHHFA'S RIGHT TO TERMINATE AGREEMENT. In the event of a violation of any term or condition of this Agreement by Grantee, NHHFA will have the right to terminate this Agreement by giving Grantee ten (10) days written notice of such termination. NHHFA will reimburse Grantee for its Project expenses incurred prior to the effective termination date indicated in its written notice.

17. GRANTEE'S ADMINISTRATIVE AND FINANCIAL REPORTS AND INFORMATION. Grantee will maintain full and accurate accounts and records, including personnel, property and financial records, adequate to identify and account for

all costs and expenses pertaining to the work performed by Grantee pursuant to this Agreement and such other records and information as may be deemed necessary by NHHFA to assure proper accounting and use for all Program funds. Between the Effective Date and the date five (5) years after the Completion Date, Grantee will keep, or require to be kept by subcontractors, detailed records of all services performed in connection with the Grant. At any time during Grantee's normal business hours, and as often as NHHFA, the State, the U.S. Department of Treasury or OMB may demand, Grantee will make available to the NHHFA, State, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. Grantee will permit NHHFA, the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

18. NO INTELLECTUAL PROPERTY RIGHTS. Grantee acknowledges and agrees that any and all reports, plans, drawings or other documents produced or generated in whole or in part under this Agreement will not be the subject to copyright or other intellectual property right by Grantee or Grantee's contractors and subcontractors. All such documents will be in the public domain.

19. NO AGENCY. Grantee acknowledges and agrees that it has no authority to act on behalf of NHHFA as its agent, representative or in any other capacity whatsoever and that it will not hold itself out as an agent or representative of NHHFA. Further, Grantee acknowledges and agrees that it does not and shall not claim or assert to have the right to act for, bind or take any action whatsoever in any capacity whatsoever on behalf of NHHFA.

20. WAIVER. The waiver of a breach of any provision of this Agreement by either party or the failure of either party otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

21. NOTICE. Any notice required under this Agreement shall be given as follows:

Notice to NHHFA Program Administrator:

Grace Warwick, Associate Program Manager  
New Hampshire Housing  
PO Box 5087  
Manchester, NH 03108  
[info@nhhopgrants.org](mailto:info@nhhopgrants.org)

Notice to Grantee:

Name: \_\_\_\_\_

City/Town: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

22. APPLICABLE LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of the State of New Hampshire. Any legal proceeding relating to this Agreement will be brought in the proper state or federal court in the State of New Hampshire.

23. SEVERABILITY. If any provision of this Agreement is for any reason held illegal, void or invalid, such illegality or invalidity will not affect the remaining provisions hereof, and this Agreement will be construed and enforced as if such illegal, void or invalid provisions(s) were not a part hereof.

24. ENTIRE AGREEMENT. This writing along with the exhibits and attachments constitutes the entire agreement of the parties and all other writings, statements, agreements, or representations whether oral or written are superseded and replaced hereby. No alteration, change or modification of this agreement may be made except in writing signed by all parties.

25. BINDING EFFECT. This Agreement is binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

**Signature page follows.**

AGREED:

**New Hampshire Housing Finance Authority**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Heather McCann  
Managing Director, Engagement, Policy and Communications

**Town of Warner, New Hampshire**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature (Duly Authorized)  
\_\_\_\_\_  
Name and Title Printed

## **EXHIBIT A**

### **Scope of Work**

1. Grantee acknowledges and agrees that the funds awarded under this Agreement will be used solely for purposes identified in this Agreement. Funds are awarded for these purposes under Section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 (March 11, 2021)), for which Grantee has not received payment or reimbursement from any other source and the State has determined is an allowable purpose as defined in Section 9901.

2. Services to be Provided:

Services to be provided include all deliverables as presented in the approved application as well as the below scope of work and budget from the grantee's application packet.

## **EXHIBIT B**

### **Methods and Conditions of Payment**

Grantee acknowledges and agrees that funding under this Agreement may be withheld, in whole or in part, in the event of Grantee's non-compliance with any Federal or State law, rule or regulation applicable to the Project, or if the Project has not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

**REIMBURSEMENT OF GRANTEE'S COSTS.** Grant funds will be paid as reimbursement by NHHFA to Grantee for its costs within 30 days of presentation of an invoice to the Program Administrator by Grantee. NHHFA reserves the right to request further information in support of Grantee's invoice; such requests will toll the reimbursement period until requested information is provided by Grantee.

**ELIGIBLE COSTS.** In addition to the cost of consulting services as required in this Agreement for conduct of the Project, Grantee may expend grant funds for the purpose of acquiring materials and other services necessary to perform tasks identified in the Scope of Work, including but not limited to costs of public notices for meetings.

Food and beverage costs will qualify for reimbursement provided its primary purpose is for the Project and for the purpose of engaging with the public or groups of stakeholders, such as public meetings or focus groups, or is for the dissemination of information about the Project and gathering of public input regarding the Project. Grant funds cannot be used for the purchase of alcoholic beverages.

Grantee may use up to 5% of grant funds for its administrative costs as outlined in submitted Project budget.

Grant funds may not be used for the acquisition of property, to pay for equipment, or to pay for consultant services rendered prior to the Effective Date.

At the conclusion of the Project, all invoices must be submitted within 10 days of the Completion Date to be eligible for reimbursement.



**EXHIBIT C****Reporting Schedule**

Grantee will complete the two-page reporting form and include any applicable deliverables from the reporting period. Reports must be submitted on the 10<sup>th</sup> of the month and reimbursements will not be processed if there are any outstanding reports. Reports must be submitted and signed by the municipality. At the conclusion of the grant period, a final short form report will be required. If your project requires three-year post reporting, separate information and guidance will be provided.

Reports are expected on the following schedule:

<b>REPORTING DUE DATE</b>	<b>REPORT PERIOD</b>
March 10, 2025	Project Start – February 28
May 10, 2025	March 1 – April 30
July 10, 2025	May 1 – June 30
September 10, 2025	July 1 – August 31
November 10, 2025	September 1 – October 31
January 10, 2026	November 1 – December 31
March 10, 2026	January 1 – February 28
May 10, 2026	March 1 – April 30
July 10, 2026	May 1 – June 30
September 10, 2026	July 1 – August 31
FINAL REPORT	September 1 – Project Conclusion

