

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, New Hampshire 03301

# **Requested Action**

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to amend a grant agreement with the City of Keene, 3 Washington Street, Keene, New Hampshire, 03431 in the amount of \$5,00,000 by extending the completion date to December 31, 2013 from the original grant completion date of June 30, 2013, to allow for finalization of administrative, legal and occupancy contract requirements effective upon Governor and Council approval on June 5, 2013. No additional funding is involved in this time extension request. The original grant was approved by Governor and Council on August 10, 2011, agenda item #5. 100% federal funds.

### **Explanation**

CDFA is requesting a time extension on behalf of the City of Keene to achieve the required low and moderate income benefit and wrap up the legal, administrative and audit work for the Brookbend West housing project, located in Keene, NH. The project involved the demolition of existing apartments, construction of replacement apartments and temporary relocation of tenants. The project has been under construction since December of 2011 and is scheduled to be completed by June 2013. The other funding source, the Low Income Housing Tax Credit program, requires a lengthy process for completing applications for leasing. Full occupancy of all 35 apartments is expected by the fall of 2013, and all administrative and legal work will be completed on or before December 31, 2013.

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

Sincerely,

Thanal La Suel -Katharine Bogle Shields

**Executive Director** 

KBS/GH:acc

Attachments

# **AMENDMENT**

This Agreement (hereinafter called the "Amendment") dated this 25th day of April, 2013, by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA), (hereinafter referred to as "Grantor") and City of Keene, (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on August 10, 2011, agenda item #5, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, CDFA has received a written request from the Contractor to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and CDFA hereby agree to amend the Agreement as follows:

# 1. Amendment of Agreement

A. To amend Section 1.7 of the General Provisions by extending the completion date from June 30, 2013 to December 31, 2013.

# 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

# 3. Continuance of Agreement

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.

City of Keene/Brookbend West – Grant #11-038-CDHS Amendment of CDFA/CDBG Program Agreement Page 2 of 2

IN WITHESS WHEREOF, the parties have hereunto set	tier rands
CONTRACTOR:	GRANTOR:
City of Keene	State of New Hampshire acting through the Community Development Finance Authority
By: Open Marke	By: Hathurus Rusull Katherine Bogle Shields, Executive Director
John MacLean, City Manager	Katherine Bogle Shields, Executive Director
NOTARY STATEMENT - FOR GRANTEE CONTRACTO	
On this the Thiday of May, 2013 there:	appeared before me
appeared John MacLean (Gacknowledged him/herself to be 2:4 Manage Officer Title) and that such officer, they are authorized to the purposes herein contained, by signing him/herself in	Grantee Contractor Designated Officer Name) who (Grantee Contractor Designated do so, executed the foregoing instrument for
In witness whereof I hereunto set my hand and official so date)  By:  BARBARA DINAPOU, Notary Public My Commission Expires July 28, 2015	eal (provide seal, stamped name and expiration
APPROVAL BY NEW HAMPSHIRE ATTORNEY GENE EXECUTION:	RAL AS TO FORM, SUBSTANCE AND
By: M·K·Brow Rosemary Wiant Michael K·Brown	ant Attorney General, on <u>S/心//3</u>
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR	AND COUNCIL:
By Associated	on



# 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 Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

ity Of Keene 210 Washington Street eene, NH 03431-3191		NH Po Bow E 46 Do	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street		
Effective Date (mm/dd/vvvv)			Limits - NH Statutory Limits	May Apply	
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			Statutory		
			Land Control of the C	S Anna Anna A	
				<b>S</b>	
			Disease - Policy Limit	\$	
			Blanket Limit, Replacement Cost (unless otherwise stated)		
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603-225-2841 phone 603-228-3833 fax



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Perticipating Member: Member 210 City Of Keene 210 3 Washington Street Keene, NH 03431-3191	nber Number:	NH P Bow 46 D	any Affording Coverage: Public Risk Management Ex Brook Place onovan Street cord, NH 03301-2624	change - Primex <sup>3</sup>
Type of Coverage  General Liability (Occurrence Form)  Professional Liability (describe)  Claims Made  Occurrence	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyv)	Limits - NH Statutory Limits Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	May Apply, If Not \$ \$ \$ \$ \$
Automobile Liability Deductible Comp and Coll: Any auto			Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	01/01/13	1/1/2014	X Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease Policy Limit	<b>.5</b>
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 Prime	ex³ – NH Public Risk Manage	ement Exchange
		By:	Tanmy Denver	
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301		Date	5/7/2013 tdenver@nhpr Please direct inquir Primex3 Claims/Coverag 603-225-2841 ph	es to: ge Services

# MUNICIPAL RE-CERTIFICATION FOR CONTRACT AMENDMENT

Development Block Authority, (2) The C be necessary to effect authorization has no force and effect as c occupies the office i	ity Council furt ectuate this con at been revoked of the date here	her authoriz itract or any d, annulled c eof; and (4) t	ed the City amendmen or amended the following	Manager to ex ts thereto; (3) in any mannel	ecute any do I further certif r whatsoever,	cuments which y that this and remains	ch may in full
			Name an	Lean, City Ma d Title of Office	er Authorized		
IN WITNESS WHEN	REOF, I have h	ereunto set , 20 <u>l</u>		the City Clerk	Λ	ew Hampshir	e mis
			Patricia A	. Little, City Cl	erk		



Approval by the Governor and Council on \$1011

Agenda Item #5

His Excellency, Governor John H. Lynch and the Honorable Council State House Concord, New Hampshire 03301

### Requested Action - Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the City of Keene, 3 Washington Street, Keene, New Hampshire 03431, in the amount of \$500,000.00 for the purpose of assisting in site development to support 35 units of affordable housing, beginning from the date of the Governor and Council approval until June 30, 2013. 100% federal funds.

# Explanation

This Agreement allocates a portion of the Community Development Block Grant (CDBG) funds provided to New Hampshire by the U. S. Department of Housing and Urban Development (HUD). CDFA is administering this program as provided by RSA 162-L. The funds for this contract are from the Community Development Block Grant Fund, which is intended to help municipalities solve development problems.

The City of Keene is requesting CDBG funds, a portion of which will be subgranted to Brookbend West Housing Associates, LP, for site improvements to develop 35 units of affordable housing. One hundred percent (100%) of the units will benefit low and moderate-income households. Matching funds consist of \$4,968,000 in Low Income Housing Tax Credits, a permanent loan in the amount of \$350,000 and a capital subsidy in the amount of \$750,000, all from NH Housing Finance Authority, and reserves in the amount of \$100,000 from Cheshire Homes.

Sincerely.

Katharine Bogle Shields

Executive Director

KBS/BCP:acc

G&C: 8/10/11

Attachments

Subject: City of Keene - Brookbend West Housing Associates, LP/Brookbend West Site Improvements - Grant#11-038-CDHS

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

# GENERAL PROVISIONS

1. IDENTIFICATION.							
1.1 State Agency Name	:	1.2 State Agency Address					
New Hampshire Community Development Finance Anthority		14 Dixon Ave., Suite 102 Concord, NH 03301					
1.3 Contractor Name		1.4 Contractor Address					
City of Keene		3 Washington Street Keene, NH 03431					
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation				
Number	N/A	June 30, 2013	\$500,000.00				
603-357-9804	·						
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephon	e Number				
David Wood, Chairman, Board	David Wood, Chairman, Board of Directors		603-226-2170				
1.11 Contractor Signature	· <del></del>	1.12 Name and Title of Cor	ntractor Signatory				
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		The American Character					
John Will		John A. MacLean, City Man	ager				
1.13 Acknowledgement: State	of New Hayody County of	the shin.					
On (4730-11 before	the understand officer necessar	the annual the manner dentity	ad in the six 1 to an article at a life				
1 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	e the undersigned officer, persona ame is signed in block 1.11, and a	ny appeared the person identific cknowledged that s/he executed	I this document in the canacity				
indicated in block 1.12.							
1.13.1 Signature of Notary Pub.							
[Seal]	DiNapoli.	BARBARA DINAPOLI, Notary My Commission Expires July 2					
	1.13.2 Name and Title of Notary or Justice of the Peace						
Barbara Di Napoli Ketary Pusice							
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory							
Carnane Ble Will Katharine Bogle Shields, Executive Director							
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)							
By:	By: Director, On:						
1.17 Approval by the Attorney General (Form, Substance and Execution)							
By; Cull On: 7/11/11							
1.18 Approval by the Governor and Executive Council							
By: ( DEPUTY SECRETARY OF STATE AUG 1 0 2011							