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His Excellency, Governor Christopher T. Sununu  
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 County of Cheshire, 12 Court Street, Keene, New Hampshire 03431, in the amount of \$500,000 to support the Bennett Block affordable housing rehabilitation project situated at 32-34 Washington Street, Keene New Hampshire, upon Governor and Council approval for the period effective August 5, 2020 through December 31, 2022. **100% federal funds.**

**Explanation**

The County of Cheshire is requesting \$500,000 in CDBG funds, on behalf of Monadnock Affordable Housing Corporation (MAHC), to support the rehabilitation of 14 residential housing units, 100% of which will benefit elderly and disabled persons of low- and moderate-income households. Matched funds in the amount of \$860,000 will be provided by Keene Downtown Housing Corporation and MAHC.

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), which is intended to help municipalities solve development problems.

Sincerely,

Katherine Easterly Martey  
Executive Director

KEM/ml

Attachments

FORM NUMBER P-37 (version 12/11/2019)

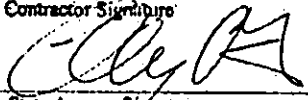
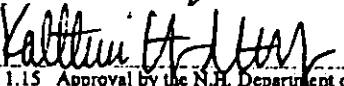
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Community Development Finance Authority		1.2 State Agency Address 14 Dixon Avenue Concord, NH 03301	
1.3 Contractor Name County of Cheshire		1.4 Contractor Address 12 Court Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-8215	1.6 Account Number 20-403-CDHS	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency John Manning, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature  Date: 08/10/2020		1.12 Name and Title of Contractor Signatory Christopher Coates, County Administrator	
1.13 State Agency Signature  Date: 6/31/2020		1.14 Name and Title of State Agency Signatory Katherine Eastclly Martcy, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Takhmina Rakhmatova On: 7/16/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor 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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) 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. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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 given in blocks 1.2 and 1.4, herein.

17. **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 Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **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.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **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 with respect to the subject matter hereof.

**EXHIBIT A**

**Special Provisions**

Modifications, additional and/or deletions to Form P-37, General Provisions, described in detail.

**NONE**

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**EXHIBIT B**

**GRANT ACTIVITIES**

**1. PROJECT DESCRIPTION AND PURPOSE**

1.1. The project shall consist of the awarding of \$500,000 in Community Development Block Grant ("CDBG") funds to the County of Cheshire (the "Grantee") (DUNS#00-512-8913), \$472,000 of which is to be subgranted to the Monadnock Affordable Housing Corporation (the "Subrecipient") (DUNS#83-183-2451) to support the rehabilitation project at the property known as the Bennett Block, situated at 32-34 Washington Street, Keene, New Hampshire (the "Project"). The Scope of the Project shall be more completely defined in the Specifications and Plans ("Plans") to be developed in connection with this Agreement. The property for which CDBG Grant funds will be used (the "Project Property") is more particularly described in the deed for said property, to be attached to this Grant Agreement as Attachment I.

1.2. Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that this project will serve fourteen (14) households of which 100% shall be of low- and moderate-income as that term is defined in 24 CFR 570.483.

1.3. Project activities to be undertaken in connection with the Project shall comply with all applicable federal, state, and local design standard regulations and safety and construction codes.

**2. GRANT ADMINISTRATION**

2.1. Grantee shall use its own staff (or a hired grant administrator) and resources to perform all activities necessary to administer the CDBG funds in accordance with the provisions of this Agreement.

2.2. Grantee shall be permitted to use up to \$28,000 of CDBG funds as reimbursement for Administrative Project Costs, as that term is defined by applicable state and federal guidelines and as is provided for in Exhibit C. In no event shall administrative costs reimbursable with grant funds exceed fifteen (15) percent of the total Grant Funds.

2.3. Grantee shall enforce the terms and conditions of the Subrecipient Agreement to be entered into as is provided in this contract.

2.4. Grantee shall send, at a minimum, its grant administrator, or a designated representative involved in the administration of this Grant, to the next CDBG Grant Implementation Workshop to be offered by the Community Development Finance Authority.

2.5. Grantee shall submit to the CDFA all required reports as specified in this Agreement and shall monitor and enforce the reporting requirements of the Subrecipient as provided in this Agreement or any Exhibits or attachments hereto.

2.6. Grantee shall provide such training, as is necessary to the Subrecipient, to secure satisfactory performance of its duties and responsibilities under the Subrecipient Agreement.

  
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2.7. Grantee shall monitor the Subrecipient for compliance with the Subrecipient Agreement and all pertinent requirements referenced herein.

2.8. Grantee shall enter into a Closeout Agreement with the Subrecipient and CDFA, as required by CDFA.

2.9. Within thirty (30) days of executing this Agreement, Grantee shall submit to CDFA for approval an Implementation Schedule for completion of the Project. Grantee shall obtain the prior approval of CDFA for any changes in the Implementation Schedule.

3. STATE AND FEDERAL COMPLIANCE

3.1. Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with all federal and state laws, including but not limited to the following, and all applicable standards, rules, orders, ordinances, or regulations issued pursuant thereto:

3.1.1. The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).

3.1.2. Nondiscrimination. Title VI of the Civil Rights Act of 1974 PL 88- 352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) Issued pursuant to that Title.

3.1.3. Labor Standards. Davis-Bacon Act, as amended (40 USC 276a-276a-7), the Contract Work Hours and Safety Standards Act (40 USC 327-333).

3.1.4. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, and the regulations issued pursuant to that act, and Executive Order 11985.

3.1.5. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (Han 100, et. seq.) is also applicable.

3.1.6. Rehabilitation Act of 1973. 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations Issued pursuant thereto.

3.1.7. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.

3.1.8. The National Environmental Policy Act of 1969 (PL 90-190); the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.

3.1.9. The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental

  
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Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

3.1.10. RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

3.1.11. The Age Discrimination Act of 1975, as amended (42 USC 6101, et. seq.) and implementation of regulations.

3.1.12. The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).

3.1.13. The NH State Energy Code (RSA 155-D).

3.1.14. The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.

3.1.15. Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.

3.1.16. Affirmative Action Requirements. In furtherance of its covenant Grantee shall:

- (a) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;
- (b) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;
- (c) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;
- (d) during the term of this Agreement, shall not discriminate among participants under this Agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or

  
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availability of a facility; providing any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfies any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, religion, sex, or national origin of the participants to be served.

3.1.17. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1974 (42 USC 5301). The contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of service and supplies.

3.1.18. Drug-Free Workplace Act of 1988 (42 USC. 701). In carrying out this Agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1998 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

3.1.19. Federal Funding Accountability and Transparency Act (FFATA).

As applicable to this grant, and for all subcontracts exceeding \$25,000, Grantee shall require that the Subgrantee or Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170). For additional information on FFATA reporting and the FSRS system, please visit the [www.fsrs.gov](http://www.fsrs.gov) website, which includes FFATA legislation, FAQs and OMB guidance on subaward and executive compensation reporting.

3.1.20. Women- and Minority-Owned Businesses (W/MBE). If applicable to this grant, Grantee and Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-

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Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. SUBRECIPIENT AGREEMENT

4.1. Grantee shall enter into a Subrecipient Agreement with the Subrecipient in a form satisfactory to CDFA and meeting the requirements of Attachment II, "Subrecipient Agreement Minimum Terms and Conditions" attached hereto and incorporated herein by reference.

4.2. The Subrecipient Agreement shall provide for the subgranting of \$472,000 in CDBG funds to the Subrecipient consistent with the terms and conditions of this Agreement.

4.3. Grantee shall provide to CDFA, for its review and approval, the proposed Subrecipient Agreement prior to its execution. Prior to the disbursement of grant funds but not more than thirty (30) days following the Effective Date of this Agreement, Grantee shall provide to CDFA an executed copy of said Subrecipient Agreement.

4.4. The Subrecipient Agreement shall require the Subrecipient to enter into a Mortgage Lien with Grantee that meets the requirements as provided herein.

4.5. Grantee shall cause all applicable provisions of this Exhibit B to be inserted in all Subrecipient agreements, contracts and subcontracts for any work or Project Activities covered by this Agreement so that the provisions will be binding on each Subrecipient, contractor and subcontractor; provided, however, that the foregoing provisions shall not apply to contracts for standard commercial supplies or raw materials. Grantee shall take such action with respect to any Subrecipient agreement, contract or subcontract as the State, or, where applicable, the United States, may direct as a means of enforcing such provisions, including sanctions for noncompliance.

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING

5.1. The Parties agree that the CDBG funds to be awarded pursuant to this Agreement shall be matched with non-CDBG funds in an amount not less than \$860,000 to provide additional financing for the Project. Said matched funds shall be obtained from Keene Downtown Housing Corporation and Monadnock Affordable Housing Corporation.

5.2. Grant funds shall not be released or disbursed to Grantee unless and until the additional financing and matching requirements described above have been obtained and documented to CDFA's satisfaction.

6. MORTGAGE LIEN

6.1. Prior to approval by CDFA of any purchase or construction contract for the Property, Grantee shall execute and record with the applicable County Registry of Deeds a mortgage lien (the "Mortgage") on the Property acceptable to CDFA in the amount of \$472,000. Grantee shall submit to CDFA satisfactory evidence of such recording.

  
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6.2. The mortgage lien shall provide for the recovery by Grantee, on behalf of CDFA, of the total CDBG funds expended on this Project in the event that the low- and moderate-income benefit as defined herein is not maintained for the required twenty (20) year period commencing upon the completion of the Project. The amount of CDBG funds subject to recovery in accordance with this paragraph shall decrease over the twenty (20) year period at a rate negotiated between Grantee and Subrecipient and approved by CDFA.

6.3. Any CDBG funds returned to Grantee pursuant to enforcement of any Mortgage Liens shall be returned to CDFA.

7. COVENANT OF LONG TERM BENEFIT FOR LOW- AND MODERATE-INCOME HOUSEHOLDS

7.1. Grantee and CDFA agree that one-hundred percent (100%) of the households benefiting from this Project are of low- and moderate-income, as defined in 24 CFR 570.483.

7.2. Grantee shall require the Subrecipient to certify and warrant that, from the Project Completion Date to the end of the twenty (20) year benefit period, the beneficiaries of the project shall primarily be of low- and moderate-income households, as defined in 24 CFR 570.483.

7.3. Grantee shall require Subrecipient to maintain adequate administrative mechanisms in place to assure compliance with the requirements of this Section. Grantee shall enforce the provision of this Section, which shall survive the termination or expiration of this Agreement.

8. CONSTRUCTION CONTRACTING, INSPECTION, AND CERTIFICATION

8.1. Prior to execution of the construction contract or project contracts, Grantee shall submit the proposed contract(s) for the Improvements to CDFA for its review and approval to determine compliance with all applicable federal and state requirements. CDFA approval shall not abrogate its rights to enforce any part of this Agreement or constitute a waiver of any provision of this Agreement.

8.2. Grantee or Subrecipient shall require that all contractors and subcontractors comply with all applicable requirements of federal, state, and local laws and regulations.

8.3. Grantee or Subrecipient shall furnish and maintain competent technical supervision of the Project site throughout the construction of the Improvements to assure that the work conforms to the Plans, specifications, and schedules approved by CDFA for the Project.

8.4. Grantee shall provide CDFA reasonable notice of all preconstruction conferences, if applicable, to be scheduled in connection with the Grant Activities and afford CDFA the option of participating in such conferences.

8.5. Bid Guarantees: Units of local government shall follow their own normal requirements relating to bid guarantees or bonds or performance bonds.

8.6. Bonds Required: Grantee covenants that each of its officials or employees having custody of the Grant funds during acquisition, construction, development, and operation of Grant Activities shall be bonded at all times in accordance with RSA 41:6 and rules adopted thereunder by the Department of Revenue Administration.

  
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8.7. Subcontracts, Bonds Required: When Grantee or any Subrecipient awards a contract or subcontract exceeding \$100,000 in amount for the construction, alteration or repair of any public building or other public improvement or public work, including highways, the Grantee shall, or where applicable Subrecipient shall, as a minimum, require each contractor and subcontractor to carry payment and performance bonds for 100% of the value of the contract.

8.8. Upon completion in full of the Improvements, Grantee shall promptly deliver to CDFA: (a) a written certificate of Grantee or Subrecipient's Inspector, who shall be a licensed professional engineer, that the construction of the Project has been fully completed in a good and workmanlike manner and in accordance with the Plans, and (b) a copy of the permanent certificate of occupancy or other such applicable certificates, licenses, consents and approvals issued by governmental authorities with respect to the Project.

8.9. All work under this Project shall be completed prior to Completion Date, as specified in Section 1.7 of the General Provisions.

9. PUBLIC FACILITY AND HOUSING REHABILITATION STANDARDS (IF APPLICABLE)

9.1. The following standards shall apply to all public facilities and housing rehabilitated with Grant funds, as applicable to project type:

9.1.1. HUD Section 8 Existing Housing Quality Standards as listed in 24 CFR 982.401, paragraphs (a) through (n), or municipal housing and/or building, electrical and plumbing codes where such codes exceed the HUD standards;

9.1.2. Where applicable, the state building code as defined in RSA 155-A; and

9.1.3. Where applicable, the state's architectural barrier-free design code.

10. GRANTEE FINANCIAL MANAGEMENT SYSTEM

10.1. Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by CDFA, and local procedures and practices will apply to funds disbursed by units of local government.

10.2. Cash Advances: Cash advances to Grantee shall be approved only to the extent necessary to satisfy the actual, immediate cash requirements of Grantee in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Grantee for direct program costs and the proportionate share of any allowable indirect costs. Cash advances made by Grantee to Subrecipients shall conform to the same standards of timing and amount as apply to advances to Grantee including the furnishing of reports of cash disbursements and balances.

10.3. Fiscal Control: Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by Subrecipients and contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 2 CFR 200 and 24 CFR 570 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

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11. PROCUREMENT

11.1. Grantee and any Subrecipient procurement procedures shall be in accordance with state and local procurement practices and regulations, provided that procurements made with Grant Funds adhere, at a minimum, to the standards set forth in 2 CFR Part 200.318-326.

12. REPORTS AND CLOSE OUT

12.1. Semi-Annual progress reports which identify the status of Grant Activities performed, the outlook for completion of the remaining Grant Activities prior to the Completion Date and the changes, if any which need to be made in the Project or Grant Activities, shall be submitted by the 15th of the month in January (for period end December 30<sup>th</sup>) and July (for period end June 30<sup>th</sup>) via CDFA's Grants Management System (GMS).

12.2. Financial reports, including a statement detailing all Grant or Project Costs (as hereinafter defined) which have been incurred since the prior request for reimbursement, shall be submitted with each request for reimbursement and with the Closeout Report. Financial Reports shall be submitted via CDFA's Grants Management System (GMS).

12.3. Within thirty (30) days after the Completion Date, a Closeout Report shall be submitted which summarizes the results of the Grant Activities, showing in particular how the Grant Activities have been performed. The Closeout Report shall be in the form required or specified by CDFA.

12.4. The Audited Financial Reports shall be prepared in accordance with the regulations which implement OMB 2 CFR Part 200. The audited financial report shall be submitted within thirty (30) days of the completion of said report to CDFA.

12.5. Where the Grantee is not subject to the requirements of OMB 2 CFR Part 200, one of the following options will be chosen by CDFA:

12.5.1 Within ninety (90) days after the Completion or Termination Date, an audited financial report shall be submitted to CDFA. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" by the Comptroller General of the United States.

12.5.2 CDFA will conduct a financial Review-in-Lieu of Audit within ninety (90) days after the Completion Date of the Project.

12.6. Where the length of the grant period exceeds twenty-four (24) months, there shall be an interim audit performed and submitted.

13. RECORDS AND ACCOUNTS: ACCESS

13.1. During the performance of the Project Activities and for a period of three (3) years after the Completion Date, the date of the final audit approval by CDFA, or three years following HUD's closeout of CDFA's grant year, whichever is later, the Grantee shall keep, and shall require any Subrecipient to

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keep, the following records and accounts:

13.1.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.

13.1.2. Fiscal Records: Books, records, documents and other statistical data evidencing, and permitting a determination to be made by CDFA of all Project Costs and other expenses incurred by the Grantee and all income received or collected by the Grantee, during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to CDFA, and which sufficiently and properly reflect all such costs and expenses, and shall include, without limitation, all ledgers, books, audits, records and original evidence of costs such as purchase requisitions and orders, invoices, vouchers, bills, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls and other records requested or required by CDFA.

13.1.3. Contractor and Subcontractor Records: The Grantee shall, and where applicable, Subrecipient shall, establish, maintain and preserve, and require each of its contractors and subcontractors to establish, maintain and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the CDFA may require. Such records shall be retained for a period of three (3) years following completion of the project and receipt of final payment by the Grantee, until an audit is completed and all questions arising therefrom are resolved, or three years following HUD's closeout of CDFA's grant year, whichever is later.

14. TERMINATION; REMEDIES

14.1. Inability to Perform; Termination by Grantee. As a result of causes beyond its control, and notwithstanding the exercise of good faith and diligence in the performance of its obligations hereunder, if it shall become necessary for Grantee to terminate this Agreement, Grantee shall give CDFA fifteen (15) days advance written notice of such termination, in which event the Agreement shall terminate at the expiration of said fifteen (15) days.

14.2. Termination without Default. In the event of termination without default and upon receipt, acceptance and approval by CDFA of the Termination Report, as referenced in the General Provisions, Grantee shall receive payment for all Project Costs incurred in the performance of Grant Activities completed up to and including the date of termination and for which payment had not previously been made including, but not limited to, all reasonable expenses incurred in the preparation of the Termination Report; provided, however, that in the event that any payments have been made hereunder in excess of Project Costs incurred up to and including the date of termination of the Agreement, CDFA shall offset any payments to be made hereunder against such payments, and if applicable, Grantee shall refund to CDFA the amount of any excess funds it retains after such offset.

14.3. Termination for Default. In the event of termination for default or other violation of Program requirements, CDFA shall, upon receipt, acceptance and approval of the Termination Report submitted by Grantee, pay Grantee for Project Costs incurred up to and including the date of termination (subject to off-set against funds paid to Grantee hereunder and to the refund of any excess funds); provided, however, that in such event the amount of such payment shall be determined solely by CDFA; and provided, further, that in no event shall the making of any such payments relieve Grantee of any liability

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for damages sustained or incurred by CDFA as a result of Grantee's breach of its obligations hereunder, or relieve Grantee of responsibility to seek return of Grant Funds from any Subrecipient or Beneficiary where applicable.

14.4. Limitation on Grantee Liability for Subgranted Funds. Notwithstanding anything in this Agreement to the contrary and absent the presence of fraud or negligence on the part of Grantee in enforcing its rights and obligations under the terms of any subrecipient agreement, the sole obligation of Grantee with respect to the return of Grant Funds, in the event of default on a grant condition or other termination of the Project or event requiring return of Grant Funds, shall be to make a good faith effort to return to the State of New Hampshire all grant funds paid to Subrecipient through Grantee. Grantee shall make good faith efforts to enforce the legal obligations entered into with the Subrecipient as provided herein, to call upon the collateral held by itself or others, and exercise due diligence in its efforts in bringing about the satisfaction of the grant obligations and, having done so, it shall not be required to look to any other funds or its tax base to recoup grant funds not recovered from the Subrecipient.

14.5. Assignment to CDFA and Payment of Expenses and Costs. Grantee hereby agrees that, in the event it fails to enforce the provisions of any subrecipient agreement or fails to cure an Event of Default resulting in termination of this Agreement or the Project, Grantee shall, upon demand by CDFA, assign and convey to CDFA all or any of its rights, title and interest, or delegate to CDFA all or any of its obligations under the Subrecipient Agreement and any Mortgage, Promissory Note, Security Agreement or other agreement as applicable. Such delegation or assignment shall be effective only in the event of a default by Subrecipient or Beneficiary in its or their obligations under the Subrecipient Agreement or other agreement. In the event that CDFA assumes any of the obligations of Grantee as provided herein, Grantee shall pay all costs and expenses incurred by CDFA in the enforcement of the Subrecipient Agreement, collection upon any loan, mortgage or other security, or in curing any Event of Default.

14.6. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform, or reason other than project completion and Grant Funds are required to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.

15. ADDITIONAL GRANT REQUIREMENTS

15.1. Grantee shall prepare and adopt a written Code of Ethics governing the performance of its employees engaged in the procurement of supplies, equipment, construction and services consistent with the requirements of 24 CFR 85.36(b)(3). The Code of Ethics shall be prepared in the form shown in the CDBG Implementation Guide, and shall be formally adopted prior to requesting Grant funds. The Grantee shall also comply with the conflict of Interest policy consistent with the requirements of 24 CFR 570.489(h) and 2 CFR 200 and shall be approved by CDFA.

15.2. Grantee shall prepare and adopt a financial management plan, that complies with 2 CFR 200 and 24 CFR 570 and is approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance as outlined within this Grant Agreement. The plan shall be formally adopted prior to requesting Grant funds.

15.3. Grantee shall submit to CDFA all required documentation of low- and moderate-income benefit in accordance with the reporting requirements of the Subrecipient Agreement. The information shall be provided on the Periodic Progress Report, as found in the Community Development Block Grant

  
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Program (CDBG) Implementation Guide.

15.4. Special Assessment. Grantee certifies that it shall not levy special assessments or charge access fees against properties owned and occupied by low- and moderate-income persons to recover capital costs of public improvements which were assisted in whole or in part with CDBG funds. Grantee may request in writing and the Director of CDFA may give written permission in certain situations under 24 CFR 570.482 (b) to recover that portion of capital costs financed with non-CDBG funds from non-low- and moderate-income households.

15.5. Affirmatively Furthering Affordable Housing. Grantee certifies that it has no ordinances, codes or written policies which effectively exclude mobile homes or manufactured housing and rental housing which may be occupied by low- and moderate-income households.

15.6. Affirmatively Furthering Fair Housing. Grantee certifies that it will conduct and administer the grant in conformity with the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

15.7. In the event Grantee fails to enforce the provisions of the Subrecipient Agreement or fails to cure an Event of a Default under the Subrecipient Agreement, Grantee shall, upon demand by CDFA, assign and convey all or any part of its rights, title and interest or delegate all or any of its obligations under the Subrecipient Agreement or the Mortgage to CDFA, such assignment or delegation to be effective only in the event of a default in Subrecipient's obligation to Grantee under the terms of the Subrecipient Agreement or Mortgage. In such event, Grantee agrees to pay and shall pay all reasonable costs and expenses incurred by CDFA in the enforcement of the Subrecipient or Mortgage obligations or in curing any Event of Default thereunder.

15.8. CDFA shall have the right to terminate all or any part of its obligations under this Agreement in the event that any official, employee, architect, engineer, attorney, or inspector of, or for the Grantee, or any governmental official or representative becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction of the Project, or in the furnishing of any service to or in connection with the Project, or any benefit arising therefrom.

15.9. Excessive Force by Law Enforcement Agencies. Grantee certifies that it has adopted and enforces a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144.

15.10. Lobbying. Grantee certifies that:

15.10.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.10.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

  
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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

15.10.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's shall certify and disclose accordingly.

15.11. Certification of Nonsegregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction contract or subcontract exceeding \$10,000, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

15.11.1. By the submission of this bid, the bidder, offer or, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained.

15.11.2. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offer or, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause: that he/she will retain such certifications in his/her files: and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

NOTE: The penalty for making false statements in offers is  
prescribed in 18 USC 1001.

**16. PUBLICITY AND SIGNAGE**

16.1. Public Relations. The Grantee shall grant CDFA the right to use the Grantee's name, likeness,

  
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and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

16.2. Reciprocal Publicity. The Grantee also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

16.3. Project Signage. For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.

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## EXHIBIT C

### PROJECT COSTS; METHOD AND TERMS OF PAYMENT

#### 1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA

1.1 Program Activity Costs: As used in this Agreement, the term "Program Activity Costs" shall mean all reimbursable costs incurred in performance of the Grant activities. "General Administration Costs" shall mean all expenses directly or indirectly incurred by Grantee in the performance of the Project Activities, as determined by CDFA to be eligible and allowable for payment in accordance with allowable administrative project cost standards set forth in 2 CFR Part 200 as revised from time to time, and with the rules, regulations, and guidelines established by CDFA. General Administrative costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits, and oversight of any Project closing and/or construction and compliance with all federal, state, and local laws, rules, and regulations and this contract. In no event shall General Administration Costs exceed fifteen (15) percent of the total Grant funds allowed. With respect to a nonprofit subrecipient, such subrecipient shall meet the requirements of 2 CFR Part 200.

1.2 Delivery Costs: If applicable to this Agreement, the term "Delivery Costs" shall mean all reimbursable costs incurred by a Subrecipient as set forth in Attachment I, "Sources and Uses" in connection with a regional revolving loan fund that are directly related to the preparation and execution of loan documents and to the monitoring and administration of the loan provisions, and which are allowable by the New Hampshire Community Development Block Grant program rules.

1.3 Payment of Program Activity Costs: Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Program Activity Costs, provided, however, that in no event shall the total of all payments made by CDFA pursuant to this Agreement exceed the Grant Amount as set out in Paragraph 1.8 of the General Provisions, and provided further that all Project Costs shall have been incurred prior to the Completion Date, except for reasonable approved Program Activity Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as required in CDFA's Community Development Block Grant Implementation Guide.

1.4 Review by CDFA; Disallowance of Costs: At any time during the performance of the Program Activities, and upon receipt of the Progress Reports, Closeout Report, or Audited Financial Report, CDFA may review all Program Activity Costs incurred by Grantee or any Subrecipient and all payments made to date. Upon such review, CDFA shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform Grantee of any such disallowance. If CDFA disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, CDFA may deduct the amount of disallowed costs from any future payments under this Agreement or require that Grantee refund to CDFA the amount of the disallowed costs.

#### 2. METHOD AND TERMS OF REIMBURSEMENT FOR PROGRAM ACTIVITY COSTS

2.1 When Project Funds May Be Released. CDFA shall not disburse any funds for the purposes of this Project until such time as all agreements specified in Exhibit B and any other agreements or documents specified pursuant to this Agreement are fully executed and received, and where applicable are reviewed and approved in writing by CDFA. Agreements and documents may include:

  
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2.1.1 A Subrecipient Agreement, as applicable;

2.1.2 Documentation of other committed match funds or additional financing necessary, as identified in Exhibit B;

2.1.3 A copy of any required deed, survey, map, or other document pertaining to the Project Property or Premises;

2.1.4 Copies of required certificates of insurance from all parties to this agreement;

2.1.5 Purchase and Sale Agreement, engineering, construction, consultant, or other contracts;

2.1.6 Certification/verification of employment documentation or household income documentation;

2.1.7 Any lease and loan documents, mortgages, liens, security instruments, municipal bonds, and similar agreements used in connection with the enforcement of beneficiary requirements, as well as any other related documents as requested by CDFA.

2.2 Timing of Payments. Upon thirty (30) days of the receipt, review, and approval by CDFA of financial reports and requests for reimbursement from Grantee specifying all Program Activity Costs incurred, CDFA agrees to reimburse Grantee for Program Activity Costs. Reimbursement may be withheld until CDFA determines that a particular project activity or portion of the project activity hereunder has been satisfactorily completed.

2.3 Disbursement of funds by CDFA does not constitute acceptance of any item as an eligible Program Activity Cost until all Program Activity Costs have been audited and determined to be allowable costs.

### 3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

3.1 Reimbursement requests for all Program Activity Costs, including General Administrative Costs, Delivery Costs, and Subrecipient costs, shall be accompanied by proper supporting documentation in the amount of each requested disbursement along with a payment request form as supplied by CDFA, which shall be completed and signed by Grantee. Documentation may include invoices for supplies, equipment, services, contractual services, and, where applicable, a report of salaries paid or to be paid.

### 4. LIMITATIONS ON USE OF FUNDS

4.1 Grant funds are to be used in a manner consistent with the State of New Hampshire Community Development Block Grant Program as approved by the U.S. Department of Housing and Urban Development.

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 2 CFR 200 and 24 CFR 85.

4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the Effective Date or subsequent to the Completion Date of the grant period. Obligations outstanding as of the Completion Date shall be liquidated within ninety (90) days. Such obligations must be related to goods or services provided during the grant period, except that reasonable costs associated solely with

  
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grant closeout, (e.g., audits, final reports) may be incurred within ninety (90) days after the Completion Date. The funding assistance authorized hereunder shall not be obligated or utilized for any activities requiring a release of funds under the Environmental Review Procedure for the Community Development Block Grant Program at 24 CFR 58, until such release is issued in writing by CDFA.

4.4 Changes in Funding Project Activities: Grantee may submit a written request for the authority to transfer up to ten (10) percent of the full value of the grant from one approved activity to another listed in Exhibit B herein or from an approved activity within the approved project area to an approved activity located outside the project area and the Director of CDFA may approve the requested transfer.

4.5 Transfers over ten percent of the full value of the grant from one approved activity to other approved activities or outside the target area, or the addition of one or more new activities requires an amendment to this grant agreement. Grantee shall hold a public hearing in accordance with RSA 162-L:14 II(b) when submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to \$472,000 of Grant Funds may be applied by Grantee for costs related to the Program Activity.

4.7 Up to \$28,000 of Grant Funds may be applied by Grantee for costs related to the General Administration of the grant.

5. PERFORMANCE OF SERVICES BY GRANTEE PRIOR TO EFFECTIVE DATE; PAYMENT BY CDFA. Any Grant Activities performed by Grantee with non-CDBG funds prior to the Effective Date shall be performed at the sole risk of Grantee, and in the event that this Agreement shall not become effective, CDFA shall be under no obligation to pay Grantee for any costs incurred in connection with any Grant Activities, or to otherwise pay for any Activities performed during such period.

6. PROGRAM INCOME (IF APPLICABLE)

6.1 Program Income: All program income earned during the term of this Agreement shall be retained by Grantee or, in projects involving the administration of a revolving loan fund by the Subrecipient.

6.2 When Used for Project Activities: When program income becomes available, Grantee and, where applicable, Subrecipient shall use it for Grant Activities contained in the Project Description before drawing down additional funds unless the program income is deposited in a revolving loan account with prior approval by CDFA.

6.3 When Used for Eligible Activities: After completion of the Grant Activities specified in this Agreement, Grantee and, where applicable, Subrecipient shall use program income only for eligible activities which benefit primarily people from low- and moderate-income families, with prior approval by CDFA as specified in the Closeout Agreement between CDFA and Grantee and, where applicable, Subrecipient.

  
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ATTACHMENT I

EXHIBIT A

Return to: Bradley & Wallace, PC

NK

Doc # 0070801 Sep 28, 2009 11:16 AM  
Register of Deeds, Cheshire County  
Pamela J. Doherty

32 Water Street

Non-Contractual

EX2600PG0306

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Keene Housing Authority, a New Hampshire municipal corporation, with an address of 831 Court Street, Keene, Cheshire County, State of New Hampshire 03431, for consideration paid, grant to Monadnock Affordable Housing Corporation, a New Hampshire non-profit corporation having an address of 831 Court Street, Keene, New Hampshire, with <sup>OWNERS</sup>WARRANTY COVENANTS, TEN (10) certain tracts of land with the buildings thereon, and ONE (1) condominium unit all situated in the City of Keene, County of Cheshire and State of New Hampshire, more particularly described in the Exhibit A attached herewith.

The Premises being conveyed are subject to the Use Agreement between Keene Housing Authority and Monadnock Affordable Housing Corporation to be recorded simultaneously herewith.

DATED this 28<sup>th</sup> day of September, 2009.

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EX2600P60387

KEENE HOUSING AUTHORITY

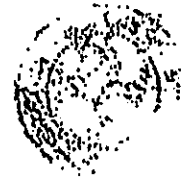
  
By: P. Curtis Hiebert  
Chief Executive Officer

STATE OF NEW HAMPSHIRE  
COUNTY OF CHESHIRE, SS.

On this 28<sup>TH</sup> day of September, 2009, before me, personally appeared P. Curtis Hiebert, Chief Executive Officer of Keene Housing Authority, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, on behalf of Keene Housing Authority.

  
Notary Public/Justice of the Peace

MARTINA ANN DAVIS, Notary Public  
My Commission Expires June 25, 2013



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Exhibit A

Ten certain tracts of land, and One condominium unit, with the buildings thereon, all situated in the City of Keene, Cheshire County, New Hampshire being more particularly bounded and described as follows:

Tract I: 17-19 Roxbury Court

Beginning at the southwesterly corner of said lot, at a point one hundred and forty-eight (148) feet northerly from the north line of Roxbury Street, on the east line of said Roxbury Court; thence easterly ninety-three and five tenths (93.5) feet, more or less, on the line of land conveyed to F. A. Carpenter, January 22, 1920, to a point in the line of land now or formerly of Wilber F. Wallace, one hundred and thirty-four and five tenths (134.5) feet northerly from the north line of said Roxbury Street; thence northerly on the line of land now or formerly of said Wallace, seventy-one (71) feet to a corner; thence westerly ninety-seven and five tenths (97.5) feet to the east line of said Roxbury Court; thence southerly seventy-one (71) feet on the east line of said Roxbury Court to the place of beginning.

Subject to and benefiting from all matters as set forth in an Agreement for common driveway between Elizabeth Stavrou and Keene Housing Authority recorded April 17, 1980 at Volume 982, Page 957 of the Cheshire County Registry of Deeds.

Meaning and intending to convey all the premises conveyed by Deed from James C. Moore to Keene Housing Authority recorded November 30, 1979 at Volume 977, Page 613 of the Cheshire County Registry of Deeds.

Tract II: 32 Washington Street

Beginning at a point in the westerly line of Washington Street which marks the southwest corner of the property herein conveyed; thence North  $35^{\circ} 20'$  East a distance of forty-six (46) feet; thence North  $54^{\circ} 40'$  West a distance of one hundred (100) feet; thence South  $35^{\circ} 20'$  West a distance of forty-six (46) feet; thence South  $54^{\circ} 40'$  East a distance of one hundred (100) feet to the place of beginning. Being the area shown as "BLDGA" on a plan entitled "Cypress Street, Inc., 100 Main Street, Keene, N.H., Site Plan, Scale 1"=20'" dated February 4, 1983, recorded April 4, 1983 at Plan Book 48, Page 57 of the Cheshire County Registry of Deeds.

Also conveying an area shown on said Plan as "UNDEFINED EASEMENT" which is an area approximately twelve and seventy-five hundredths (12.75) feet by one hundred (100) feet, according to said Plan. The easement area is conveyed subject to any existing rights of others and specifically subject to a right of access as set forth for the benefit of the property to the rear of the premises herein conveyed, which property is currently identified as Lot 3-01-12 for the City of Keene tax assessment purposes. See also Volume 405, Page 573 and Volume 422, Page 283 of the Cheshire County Registry of Deeds.

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Meaning and intending to convey all the premises conveyed by Deed of Franklin M. Moore, Jr. and Mary Ellen Moore to Keene Housing Authority dated December 8, 1993, recorded December 17, 1993 at Volume 1474, Page 326 of the Cheshire County Registry of Deeds.

Tract III: 32 Water Street

Beginning at the southwest corner of said lot in the line of said street, it being the southeast corner of the house lot now or formerly of Edward Pittinger; thence by said Pittinger's lot N. 2° E. one hundred sixteen and a half (116 1/2) feet to land now or formerly of E. R. Locke; thence by said Locke's land S. 88° E. seventy-four and one half (74 1/2) feet to a corner; thence by land now or formerly of George Mansfield, deceased, S. 2° W. one hundred sixteen and one half (116 1/2) feet to said street; thence by said street N. 88° W. seventy-four and a half (74 1/2) feet to the land first mentioned.

Meaning and intending to convey all the premises conveyed to Keene Housing Authority by Warranty Deed of Gamma Chapter Alumni of Kappa Delta Phi, Inc. recorded September 18, 1979 at Volume 973, Page 857 and by Fiduciary Deed of John S. Goodnow and Catherine A. Maloon, executors under the will of Charles T. Maloon recorded September 18, 1979 at Volume 973, Page 859 of the Cheshire County Registry of Deeds.

Meaning and intending to convey all the premises conveyed by Deed from John C. Goodnow and Catherine A. Maloon to Keene Housing Authority recorded September 18, 1979 at Volume 973, Page 859 of the Cheshire County Registry of Deeds.

Tract IV: 45 Damon Court

Beginning at an iron pin to be set on the westerly side of Damon Court;

Thence South 13° 00' 00" West 26.68 feet, more or less, along the westerly side of Damon Court to an iron pin to be set;

Thence North 77° 00' 00" West 1.68 feet, more or less, to an iron pin to be set;

Thence North 65° 27' 47" West 15.00 feet, more or less, along land now or formerly of Mark Ricker and Debra Kray, to an iron pin to be set;

Thence North 77° 07' 33" West 158.59 feet, more or less, along said Ricker land to an iron pin to be set;

Thence North 12° 05' 57" East 216.00 feet, more or less, crossing a drainage swale to an iron pin;

Thence South 76° 34' 35" East 323.44 feet, more or less, along a fence bounding on the Greenlawn Cemetery to a monument;

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Thence South  $13^{\circ} 21' 14''$  West 145.00 feet, more or less, along other land of Grantor to an iron pin to be set;

Thence North  $76^{\circ} 50' 45''$  West 114.17 feet, more or less, along land now or formerly of Anne L. Nichols to an iron pin to be set;

Thence South  $13^{\circ} 00' 00''$  West 44.86 feet, more or less, along said Nichols land to an iron pin to be set;

Thence North  $77^{\circ} 00' 00''$  West 30.00 feet, more or less, crossing Damon Court to the point of beginning.

Containing 1.39 acres, more or less, being the consolidation of Tracts 1 and 2 as shown on a plan entitled "Boundary Survey & Lot Consolidation Plat Prepared for Keene Housing Authority, Land of Patricia J. Houston, Damon Court, Keene, N. H.", dated August 31, 1994, revised September 8, 1994 and January 5, 1995, recorded of near or even date at the Cheshire County Registry of Deeds. This plan was approved by the Keene Planning Board on December 19, 1994.

SUBJECT TO any rights of the City of Keene to enter upon the real estate at any time to construct, maintain, and repair underground pipe lines and/or mains for the purpose of conveying sewage and water over, across, through and under the lands of the Grantor by an easement deed dated November 17, 1955, recorded December 7, 1955 at Vol. 620, Page 186 of the Cheshire County Registry of Deeds.

SUBJECT TO any drainage rights of the City of Keene under a easement deed from Patricia J. Houston, dated September 27, 1989, recorded September 28, 1989 at Vol. 1306, Page 143 of the Cheshire County Registry of Deeds.

Also certain triangular tract of land situate in Keene, County of Cheshire and State of New Hampshire, more particularly bounded and described as follows:

Beginning at a monument set at the northwest corner of the premises herein conveyed;

Thence South  $76^{\circ} 34' 35''$  East 225.96 feet, more or less, along a fence, bounding on the Orestown Cemetery to a point at the center of Beaver Brook;

Thence in a southerly direction 554 feet, more or less, along the center of Beaver Brook to a point;

Thence South  $16^{\circ} 12' 57''$  West 115.25 feet, more or less, along land now or formerly of Rajco Realty Co., to a point;

Thence North  $80^{\circ} 17' 03''$  West 13.30 feet, more or less, to a point;

Thence North  $16^{\circ} 12' 57''$  East 91.22 feet, more or less, along land now or formerly of Brian P. and Bruce M. Huntley, to a point;

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Thence North 85° 35' 55" West 21.36 feet, more or less, along said Hunley land, to a point;

Thence North 13° 21' 14" East 503.48 feet, more or less, along lands now or formerly of Tinsley, Blair, Nichols and Tract I, supra, to the place of beginning.

Containing 1.5 acres, more or less, being Tract 3 as shown on a plan entitled "Boundary Survey & Lot Consolidation Plat Prepared for Keene Housing Authority, Land of Patricia J. Houston, Damon Court, Keene, N. H.", dated August 31, 1994, revised September 8, 1994 and January 5, 1995, recorded of near or even date at the Cheshire County Registry of Deeds. This plan was approved by the Keene Planning Board on December 19, 1994.

SUBJECT TO rights of the City of Keene for the purpose of conveying sewage and water over, across, through and under the lands of the Grantor by an easement deed dated November 17, 1955, recorded December 7, 1955 at Vol. 620, Page 184 of the Cheshire County Registry of Deeds.

SUBJECT TO the right of David W. and Linda J. Rajanlami and Rajco Realty Company to use the 13 feet wide, more or less, passageway as shown on the plan hereinafter mentioned as more particularly described in the Quitclaim Deed from Peter W. and Gail B. Cooper, dated February 5, 1985, recorded February 19, 1985 at Volume 1084, Page 499 of the Cheshire County Registry of Deeds.

IN THE EVENT OF ANY FUTURE CONVEYANCE OF TRACT II HEREIN, THE GRANTEE HEREIN SHALL RESERVE A DRAINAGE EASEMENT FOR THE BENEFIT OF TRACT I HEREIN TO ALLOW DISCHARGE OF STORM WATER RUNOFF OVER AND ACROSS TRACT II; ACCESS ACROSS SAID PARCEL TO PERFORM CONSTRUCTION AND MAINTENANCE OF A STORM WATER DETENTION POND (ON TRACT I HEREIN) AND THE INLETS AND/OR OUTLETS THERETO; AND LOCATION OF A DETENTION POND ON ANY PORTION OF SAID TRACT II "AS BUILT" PURSUANT TO REQUIREMENTS OF SITE PLAN APPROVAL FROM THE KEENE PLANNING BOARD (SEE SPR-818).

Meaning and intending to convey all the premises conveyed by Warranty Deed of Patricia J. Houston dated January 21, 1995, recorded January 25, 1995 at Volume 1514, Page 224 of the Cheshire County Registry of Deeds.

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Tract V, Unit 54 Farmstead Common

A certain Condominium Unit in Farmstead Common, A Condominium, located off Base Hill Road, being Unit No. 54 and Carport Space No. 49 as designated and shown on as-built site plans and "Procc Plans" entitled "Farmstead Common-A Condominium Development-Phase IV, Bldg. 54", variously dated, recorded September 18, 1992 in Cab. 11, Drawer 8, Slides 813 through 815 of the Chester County Registry of Deeds.

Together with the undivided interest in the Common Area appurtenant to said Unit, as set forth in Exhibit C of the Farmstead Common's Declaration, as said Declaration may be amended, from time to time, pursuant to its terms.

Meaning and intending to convey all the premises conveyed by Warranty Deed of Farmstead Development Associates dated December 15, 1993, recorded December 17, 1993 at Volume 1474, Page 330 of the Chester County Registry of Deeds.

Tract VI, 309 Water Street

Beginning at an iron pin on Water Street, thence running S. 19° 15' W. 114.31 feet to an iron pin by other land now or formerly of Keene Housing Authority;

Thence turning and running N. 65° 18' W. 79.86 feet to an iron pin by Lot 2 on Plan listed herewith;

Thence turning and running S. 21° 46' 22" W. 50.00 feet to an iron pin;

Thence turning and running S. 20° 03' E. 12.07 feet to an iron pin;

Thence turning and running S. 23° 28' W. 56.96 feet to an iron pin at the edge of Water Street, the latter three courses all being by land now or formerly of Edward F. Jr. and Anne E. Bundy;

Thence turning and running N. 65° 31' E. 78.47 feet by Water Street to the point of beginning.

Shown as Lot 1 on a Plan entitled "Proposed two-lot Subdivision for Keene Housing Authority of City of Keene Property, 315 Water Street, Keene, New Hampshire, March 1982" by Herbert R. Russell, Sr., approved by the Keene Planning Board May 11, 1982 and recorded in Plan Roll 664, Cabinet 84-55 of the Chester County Registry of Deeds on May 17, 1982.

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Subject to a 12x12 easement as set forth in the Basement from Keene Housing Authority to New England Telephone and Telegraph Company recorded May 6, 1985 at Volume 1131, Page 389 of the Cheshire County Registry of Deeds. See also Plan entitled "New England Telephone & Telegraph Company Basement on Land of Keene Housing Authority, Keene, N.H." recorded June 6, 1986 at Book 54, Page 1 of the Cheshire County Registry of Deeds.

Meaning and intending to convey all the premises conveyed by Warranty Deed from the City of Keene to Keene Housing Authority dated August 17, 1982, recorded August 19, 1982 at Volume 1020, Page 717 of the Cheshire County Registry of Deeds.

Tract VIII 537-539 West Street

Beginning at an iron pin in the northerly side of West Street, said point being the southwesterly corner of the herein conveyed tract;

Thence North 27° 43' East one hundred seventy-two and seventy-nine hundredths (172.79) feet, more or less, to an iron pin, said bound being along land now or formerly of Herbert E., Sr. and Marcia N. Russell;

Thence continuing North 27° 43' East one hundred one and forty-four hundredths (101.44) feet, more or less, to an iron pin at land of Constance Farina, said last bound being along land now or formerly of Ruth B. Pope;

Thence South 69° 17' East one hundred nineteen and eighty-eight hundredths (119.88) feet, more or less, along land of Farina to an iron pin;

Thence South 23° 03' West forty and one tenth (40.1) feet, more or less, to an iron pin;

Thence South 27° 56' West one hundred fourteen and sixty hundredths (114.60) feet, more or less, to an iron pin;

Thence South 35° 36' West thirty-five (35) feet, more or less, to an iron pin;

Thence South 24° 56' West eighty-one and sixty-nine hundredths (81.69) feet, more or less, to an iron pin in the northerly bound of West Street, said last four bounds by land now or formerly of Ethel M. Spaulding;

Thence North 71° 04' West sixty-four and fifty-five hundredths (64.55) feet, more or less, along said West Street to an iron pin;

Thence North 74° 41' West along West Street forty-seven and thirty hundredths (47.30) feet, more or less, to an iron pin;

Thence North 59° 11' West again along West Street fourteen (14) feet, more or less, to the place of beginning.

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Excepting and reserving for E. G. Whitcomb and his heirs and assigns a right of way along the easterly line of the tract hereby conveyed for the purpose of passing to and from the land conveyed to him by Henry M. Nims and extending from said land to said West Street.

Reference is made to a plan drawn by H. Russell, Surveyor, August 1967 which is recorded in the Cheshire County Registry of Deeds. Said plan is intended to reflect a boundary agreement between Esther M. Barrett and Edsel M. Spaulding, see Volume 774, Page 26 and Volume 774, Page 90 of the Cheshire Registry of Deeds.

Meaning and intending to convey all the premises conveyed to Keene Housing Authority by Warranty Deed from Arlie M. MacKenzie dated and recorded September 18, 1979 at Volume 973, Page 826 of the Cheshire County Registry of Deeds.

Tract VIII: Harmony Lane

Beginning at an iron pin at the northwest corner of land of Philip O. Novers which iron pin is located north 80° 30' west 134.64 feet from a stone bound at the intersection of Perham Street and Woodburn Street; thence south 10° 55' east bounding on land of Novers and Legere 192.5 feet to a point in the northerly bound of land now or formerly of Patricia D. Bradshaw; thence south 77° 33' west bounding on land of Bradshaw 21.6 feet to her northwest corner; thence south 12° 16' 30" east bounding on land of Patricia D. Bradshaw and land of Legere 158.2 feet to a point in the northerly bound of land of Pryor; thence south 77° 50' 30" west along Pryor's north boundary 86.4 feet to the iron pin which marks Pryor's north boundary 86.4 feet to the iron pin which marks Pryor's northwest corner; thence south 12° 9' 30" east 71.9 feet to an iron pin; thence south 83° 35' 30" west 433 feet, more or less, to other land of Emile J. Legere, Inc.; thence north 6° 12' west bounding on said other land of Emile J. Legere, Inc. 459 feet, more or less, to the southwestern corner of land of Everett Lounder; thence south 80° 30' east along the southerly boundary of Lounder land 180 feet, more or less, to Lounder's southeast corner; thence north 9° 30' east bounding on land of said Lounder 100 feet to an iron pin in the southerly line of Perham Street; thence south 80° 30' east along the southerly bound of Perham Street 230 feet, more or less, to the place of beginning.

Excepting and reserving the strip of land with a circle at the end conveyed to the City of Keene for a city street know as Harmony Lane as mentioned in the deed from Emile J. Legere, Inc. to Keene Housing Authority recorded May 19, 1971 at Volume 825, Page 426 of the Cheshire County Registry of Deeds.

Subject to the sewer easement 10 feet in width which runs through the premises in a generally north and south direction as mentioned in the deed from Emile J. Legere, Inc. to Keene Housing Authority recorded May 19, 1971 at Volume 825, Page 426 of the Cheshire County Registry of Deeds.

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Subject to an easement to Public Service Company of New Hampshire recorded in Volume 822, Page 512 of the Cheshire County Registry of Deeds.

Meaning and intending to convey all the premises conveyed by Warranty Deed from Emilio J. Legere, Inc. to Keene Housing Authority recorded May 19, 1971 at Volume 825, Page 426 of the Cheshire County Registry of Deeds.

Tract IX: Harner Acres

Beginning at an iron pipe in the southeast corner of the premises, on the westerly side of said Ashuelot Street, at land now or formerly of Johnny W. and Carla G. Parsons;

S 85° 23' 31" W along land of said persons a distance of 48.91 feet to a 1 1/4" iron pipe at the northwest corner of said persons and the northeasterly corner of lands now or formerly of Deacon Jones Properties, Inc; Thence

S 85° 24' 16" W along lands of said Deacon Jones Properties, LLC, lands now or formerly of Susan C. Doyle Revocable Trust, and of Sandra W. Barrett a distance of 279.93 feet to a 1-1/4" iron pipe; Thence

S 04° 14' 04" E along said Barrett a distance of 147.50 feet to a iron post marking the northerly terminus of Ashuelot Court and Barrett's southwest corner; Thence

S 04° 15' 24" E along the terminus of Ashuelot Court a distance of 40.12 feet to a 5/8" capped rebar set in the line of lands now or formerly of MDHE, LLC; Thence

S 85° 26' 29" W along MDHE a distance of 43.02 feet to a 5/8" capped rebar; Thence

N 35° 42' 16" W a distance of 409.75 feet to a 7/8" pipe; Thence

N 31° 13' 53" W a distance of 224.88 feet to a 7/8" pipe near a small pond; Thence

N 03° 09' 58" W crossing said pond a distance of 343.20 feet to a 5/8" capped rebar; Thence

N 85° 13' 07" E crossing back over said pond a distance of 489.04 feet to a 1" iron pipe; Thence

S 06° 29' 18" W a distance of 369.34 feet to a 5/8" capped rebar set at the southwesterly corner of lands now or formerly of Mark T. and Maria J. Christopherson; Thence

N 85° 23' 33" E along Christopherson a distance of 267.30 feet to a 1" iron pipe northerly of another pipe at the northeast corner of lands now or formerly of Michael D. and Jennifer C. O'Donnell; Thence

S 02° 47' 31" E along said O'Donnell and lands now or formerly of Ruth M. Maine Revocable Trust a distance of 174.82 feet to a 5/8" capped rebar set in the northerly side line of Castle Street on the extension of the westerly side line of Ashuelot Street; Thence

Along Castle Street the following courses and distances:

84° 51' 33" W a distance of 228.36 feet to a point; Thence

Following a curve to the right with a delta of 80° 41' 12" and with a radius of 195.00 feet an arc length of 275.01 feet to a point; Thence

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Following a curve to the right with a delta of  $99^{\circ}11'48''$  and with a radius of 15.00 feet an arc length of 25.97 feet to a point; Thence

N  $84^{\circ}51'33''$  E a distance of 13.37 feet to a point; Thence

N  $05^{\circ}08'27''$  W a distance of 43.76 feet to a point; Thence

S  $84^{\circ}51'33''$  W a distance of 20.68 feet to a point; Thence

Following a curve to the right with a delta of  $90^{\circ}00'00''$  and with a radius of 10.00 feet an arc length of 15.71 feet to a point; Thence

N  $05^{\circ}08'27''$  W a distance of 19.96 feet to a point at the terminus of Castle Street; Thence

S  $84^{\circ}51'33''$  W crossing the terminus of said street a distance of 30.01 feet to a point; Thence

S  $05^{\circ}08'27''$  E a distance of 59.95 feet to a point; Thence

Following a curve to the left with a delta of  $90^{\circ}00'00''$  and with a radius of 245.00 feet an arc length of 384.85 feet; Thence

N  $84^{\circ}51'33''$  E a distance of 197.20 feet to a point; Thence

Following a curve to the right with a delta of  $90^{\circ}50'00''$  and with a radius of 30.00 feet an arc length of 47.56 feet to the westerly sideline of Ashuelot Street; Thence

S  $04^{\circ}19'41''$  E along Ashuelot Street a distance of 91.36 feet to the Point of Beginning;

Containing 8.17 acres (355,787 square feet) more or less. Subject to any and all easements, reservations, restrictions and conveyances of record.

Meaning and intending to convey all the premises conveyed by Warranty Deed to Kansas Housing Authority by deed recorded at Volume 790, Page 484 of the Cherokee County Registry of Deeds, which premises shall be conveyed in accordance with a new survey currently being prepared by SVE Associates.

#### Tract X: North & Gilsum Street

Beginning at a stone bound at the intersection of North Street and Gilsum Street at the northeast corner of the premises herein conveyed; thence south  $1^{\circ}16'$  west along the westerly line of Gilsum Street 179.30 feet to a pin at the intersection of Gilsum and Howard Streets; thence south  $30^{\circ}05'$  west 88.6 feet to an iron pin; thence south  $85^{\circ}49'$  west 102.8 feet to an iron pin; thence south  $77^{\circ}30'$  west 174.2 feet to an iron pin; thence north  $6^{\circ}10'$  east 133.6 feet to an iron pin; thence south  $77^{\circ}50'$  west 110 feet to an iron pin; thence north  $35^{\circ}40'$  west 195.7 feet to an iron pin; thence north  $9^{\circ}30'$  east 111.6 feet to an iron pin in the southerly line of North Street; thence south  $80^{\circ}17'$  east 332.8

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feet to a slight angle in North Street; thence south  $81^{\circ} 32'$  east along the southerly bound of North Street 181.2 feet to the place of beginning.

Meaning and intending to convey all the premises conveyed to the Keene Housing Authority by Warranty Deed of Emilio J. Legere, Inc. dated June 15, 1971, recorded at Volume 827, Page 137 of the Cheshire County Registry of Deeds.

Also a certain tract of land situated at the Northerly bound of land now or formerly of Daniel B. and Ellen H. Johnson, and at the Southerly bound of land of the Keene Housing Authority in the City of Keene, County of Cheshire and State of New Hampshire described as follows:

Beginning at an iron pin at the Southwesterly corner of said parcel, it being 216.2 feet and on a course of  $N 7^{\circ} 36' E$  from an iron pin at the Southwest corner of said Johnson's property situate on Spruce Street; thence  $N 7^{\circ} 36' E$  eighteen (18) feet to an iron pin; thence  $N 77^{\circ} 50' E$  fifty-five (55) feet to an iron pin; thence along the same course another fifty-five (55) feet to an iron pin; thence  $S 6^{\circ} 10' W$  fifty-three and six-tenths (53.6) feet to a point at which an iron pin shall be set in the ground; thence  $N 81^{\circ} 01' W$  one hundred five and seventeen hundredths (105.17) feet to the point of beginning. Containing 3,767 square feet, more or less.

Meaning and intending to convey all the premises conveyed to Keene Housing Authority by deed of Daniel B. Johnson and Ellen H. Johnson dated February 14, 1978, recorded March 6, 1978 at Volume 944, Page 748 of the Cheshire County Registry of Deeds.

Excepting and reserving the premises conveyed by Keene Housing Authority to Daniel B. Johnson and Ellen H. Johnson by Warranty Deed dated February 17, 1978, recorded March 6, 1978 at Volume 944, Page 749 of the Cheshire County Registry of Deeds.

Subject to the rights of Public Service Company of New Hampshire in an easement for poles and wires along the westerly side of Oakum Street granted by Emilio J. Legere, Inc. by deed dated February 1, 1971, recorded March 17, 1971 at Volume 822, Page 513 of the Cheshire County Registry of Deeds.

Subject to rights of the New England Telephone and Telegraph Company as set forth in an easement for cables and poles from Keene Housing Authority recorded July 13, 1983 at Volume 1040, Page 149 of the Cheshire County Registry of Deeds.

Tract XI: 109 Ashuelot Street

A certain tract or parcel of land with the buildings thereon situated on Castle and Ashuelot Streets in Keene, in the County of Cheshire and State of New Hampshire, bounded and described as follows, viz: On the North by Castle Street, on the East by land of Edward H. Sweet, on the South by Park Street and on the West by Ashuelot Street.

  
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Meaning and intending to convey all the premises conveyed by Warranty Deed  
from Emilio J. Legar, Inc. to Keene Housing Authority dated September 13, 1968,  
recorded November 25, 1968 at Volume 789, Page 156 of the Chester County  
Registry of Deeds

**ATTEST**  
**EVELYN S HUBAL**  
Chester Register of Deeds

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## ATTACHMENT II

### SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

County of Cheshire ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with Monadnock Affordable Housing Corporation ("Subrecipient") to be executed in conformance with the requirements of Exhibit B of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

**1. REPRESENTATIONS AND WARRANTIES.** Subrecipient shall represent and warrant:

1.1 Subrecipient is a duly organized and validly existing New Hampshire nonprofit corporation in good standing under the laws of the State of New Hampshire. Subrecipient has the power and authority to undertake the grant activities as provided in the Grant Agreement. Subrecipient has the power and authority to own its properties, to conduct business as it is now being conducted, has the power to execute and deliver and perform its obligation under the Subrecipient Agreement and all other documents as applicable to this grant agreement.

1.2 The Subrecipient Agreement is the legal, valid and binding obligation of the Subrecipient and is enforceable against Subrecipient, in accordance with each document's respective terms.

1.3 Subrecipient has complied in all material respects with all applicable federal, state and local laws, statutes, rules and regulations pertaining to the grant activities.

1.4 No application, exhibit, schedule, report or other written information provided by Subrecipient or its agents in connection with the grant application knowingly contained, when made, any material misstatement of fact or knowingly omitted to state any material fact necessary to make the statements contained therein not misleading, in light of the circumstances under which they were made.

**2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.**

**2.1 Project Description.**

The project shall consist of the awarding of \$500,000 in Community Development Block Grant ("CDBG") funds to the County of Cheshire (the "Grantee"), \$472,000 of which is to be subgranted to the Monadnock Affordable Housing Corporation (the "Subrecipient") to support the rehabilitation project at the property known as the Bennett Block, situated at 32-34 Washington Street, Keene, New Hampshire (the "Project").

**2.2 Benefit to Low- and Moderate- Income Households.**

The general purpose of the project is to principally benefit Low- and Moderate-Income Households as that term is defined in the Grant Agreement and as referenced in 24 CFR 570.483 as determined by the U. S. Department of Housing and Urban Development (HUD) for the State of New Hampshire. The most current HUD Income Limits may be found at CDFA's website at [www.nhcdfa.org](http://www.nhcdfa.org)

  
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**2.3 Grant of Funds/Matching Funds.**

2.3.1 Subrecipient shall use the Grant funds subgranted to it solely for the purposes described herein and consistent with the required terms and conditions of the Grant Agreement and Subrecipient Agreement.

2.3.2 Subrecipient shall be subgranted a total of \$472,000 of the CDBG funds, in order to carry out the Project Activity.

2.3.3 The Grantee shall retain \$28,000 of the grant for administrative costs associated with management of the Grant.

2.3.4 The required match for the CDBG funds will be not less than \$860,000 for the costs associated with the Project Activities.

**3. SUBRECIPIENT REQUIREMENTS.**

3.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, executive orders and rules as they relate to the application, acceptance and use of funds for this Project, including, but not limited to, the requirements as specified in the Grant Agreement.

3.2 Disbursement of Grant Funds. Upon compliance with, and subject to the provisions of this Agreement and provided there shall exist no Event of Default under this Agreement, the Grant Agreement or any other agreements, in connection with the Project, and no condition or event which, with the giving of notice or lapse of time would constitute such an Event of Default, the Grantee shall, upon submittal of written requests for payment accompanied by invoices and other documentation or supporting documents as required by the Grantee, make disbursements of grant funds. Disbursement of grant funds shall be in accordance with the terms of the Grant Agreement, including Exhibit C.

Disbursement of funds by the Grantee does not constitute acceptance by the Grantee or CDFA of any item as an eligible Project cost until all Project costs have been audited and determined to be allowable costs. Upon the expiration of the Grant Agreement, or other termination of the project, Subrecipient shall transfer to the Grantee any Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

3.3 Security. Prior to approval by CDFA of any contract for the Property, Subrecipient shall provide Grantee a mortgage lien in the amount of \$472,000 (the "Mortgage") on the Property, or other acceptable security to CDFA, as set forth in Exhibit B. Grantee shall submit to CDFA satisfactory evidence of such recording.

The mortgage lien shall provide for the recovery by Grantee, on behalf of CDFA, of the total CDBG funds expended on this Project in the event that the low- and moderate-income benefit as defined herein is not maintained for the required twenty-year period commencing upon the completion of the Project. The amount of CDBG funds subject to recovery in accordance with this paragraph shall decrease over the twenty-year period at a rate negotiated between Grantee and Subrecipient and approved by CDFA.

**4. COVENANT OF LONG TERM BENEFIT FOR LOW- AND MODERATE-INCOME PERSONS.**

4.1 Subrecipient shall covenant and warrant that 100% of the fourteen households served at the Project Property at the completion of the Project shall be occupied by Low- and Moderate-Income Persons as that

  
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term is defined in 24 CFR 570.483.

4.2 At time of Grantee's submission of the Closeout Report to CDFA as provided in Exhibit B of the Grant Agreement, Subrecipient shall certify the number of households at the Project Property are occupied by Low- and Moderate-Income Persons and are benefiting as a result of this Project. Subrecipient shall, for closeout purposes only, gather information on those groups deemed as "Protected" by HUD and required for reporting on the "Periodic Progress Report" as provided in the most current edition of the "CDBG Implementation Guide."

4.3 Subrecipient shall further covenant and warrant that the Property shall remain in use as residential property and shall be made available to Low- and Moderate-Income Persons for a period of twenty (20) years following completion of the Project (the "Benefit Period") and that Subrecipient has and will continue in its Bylaws or other administrative provisions an adequate administrative capacity to ensure that this benefit is maintained for said period. This covenant shall survive the expiration or termination of this Agreement.

4.4 In the event that Subrecipient grants, conveys, leases or otherwise transfers its interests in the Property, Subrecipient shall include a clause in such deed, lease or similar transfer instrument whereby the other party, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration therefore, covenants and agrees, as a covenant running with the land, that the property shall continue to be used as residential property and shall continue to be made available to Low- and Moderate-Income households for the remainder of the Benefit Period.

4.5 Subrecipient shall not sell, lease, encumber, otherwise transfer, or dispose of any part of its title or other interests in the Property, for the duration of the terms, conditions, and assurances in this Agreement, without the approval of Grantee.

## 5. SCHEDULE.

5.1 Implementation Schedule. The Grantee and Subrecipient have agreed to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. A schedule of major milestones shall be provided within the Subrecipient Agreement, and shall serve as a basis for enforcement of the Agreement.

5.2 Grant Completion Date. All work shall be completed prior to the Grant Completion Date as specified in Section 1.7 of the General Provisions. This date may be extended only with the permission of the Grantee, CDFA, and the Governor and Council.

## 6. INSURANCE & TAXES.

6.1 Subrecipient's Liability Insurance. Subrecipient shall, at its sole expense, obtain and maintain in force insurance in such amounts and covering such risks as are customary for entities engaged in the same or similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.2 If applicable, Subrecipient shall also, at its sole expense, obtain and maintain in force fire and extended coverage insurance covering all real property or assets purchased with Grant funds in an amount not less than 100% of the whole replacement value of the property.

6.3 Insurance Standards. The policies described in this section shall be the standard form employed

  
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in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. All policies shall be on an "occurrence" basis. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by the Grantee and CDFA.

6.4 All policies shall name the Grantee and CDFA as additional insureds. Subrecipient shall provide the Grantee with certificates of insurance satisfactory to the Grantee, which evidence compliance with this Section.

6.5 Taxes. If applicable, Subrecipient shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which is the responsibility of the Subrecipient. Any alternative arrangements will require the approval of CDFA, whose consideration shall not be unreasonably withheld.

7. REPORTING REQUIREMENTS: PERIODIC AND CLOSEOUT AGREEMENTS.

7.1 Semi-Annual Reports. Semi-Annual reports shall be submitted by the Subrecipient to the Grantee, not less than five (5) business days prior to the semi-annual submission date, that is, no later than July 10, for the period of January 1 through June 30 and no later than January 10, for the period of July 1 through December 31 of each year. The reporting period shall begin on the date of Governor and Council approval and end on the Completion Date specified in Section 1.7 of the General Provisions of the contract between the Grantee and CDFA.

7.2 Closeout Agreement. Subrecipient shall enter into a Closeout Agreement with the Grantee and CDFA, which shall specify the reporting and other requirements applicable to the closing out of this Project.

7.3 Subrecipient Financial Reporting. Subrecipient shall submit to the Grantee and to CDFA its annual audited financial statements, within 90 days of its fiscal year end.

8. ACCOUNTING, AUDIT, AND RECORD KEEPING REQUIREMENTS

8.1 Accounting Records. Subrecipient shall keep all Project-related accounts and records, which fully disclose the amount and disposition by Subrecipient of the grant funds, the total cost of the Project, and the amount and nature of any portion of the Project cost supplied by other sources, and such other financial records pertinent to the Project. Accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the OMB Circular A-133 (for fiscal year 2016 and prior) and 2 CFR 200 (for fiscal year 2017 and ongoing). Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, all lien documents, surveys, certified payrolls, and other documents verifying low- and moderate-income household or employment information.

8.2 Time Period. All of the records, documents, and data described above and all income verification information shall be kept during the performance of the project, and for three (3) years after its completion, until the satisfactory completion of an audit, or three years following HUD's closeout of CDFA's grant year, whichever is later.

8.3 Availability of Records. Subrecipient shall make available to the Grantee, CDFA, and HUD or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of Subrecipient pertinent to this Agreement.

9. INDEMNIFICATION.

  
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Subrecipient shall defend, indemnify and hold harmless Grantee and the State, their officers and employees, from and against any and all losses suffered by Grantee or the State, their officers and employees, and any and all claims, liabilities or penalties asserted against Grantee and the State, their officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or claimed to arise out of the acts or omissions of Subrecipient.

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 or expiration of this Agreement.

**10. MAINTENANCE OF CORPORATE EXISTENCE; BY-LAWS.**

10.1 Corporate Existence. Subrecipient shall both preserve and maintain the legal existence and good standing of its nonprofit corporation status and its registration in New Hampshire as required to do business.

10.2 Scope of Mission. Subrecipient and Grantee agree that the Subrecipient's Articles of Incorporation and Corporate Bylaws ("Bylaws") as submitted with the Project application and incorporated herein by reference, provide an adequate administrative mechanism for assuring the Subrecipient's mission of for providing affordable housing for Low- and Moderate-Income Persons, during the Grant Period, as required pursuant to this agreement. This paragraph shall survive the termination of this agreement for a period not to exceed twenty (20) years.

**11. MAINTENANCE OF PROPERTY.**

11.1 Subrecipient shall maintain, keep and preserve in good working order and condition all of its property and assets necessary or useful in the proper conduct of its business and operation of the Project Property Improved with Grant funds.

11.2 Subrecipient shall continue to operate and maintain, keep and preserve in good working order and repair the Project Improvements at the Property, and shall operate the Project Improvements in compliance with all applicable federal, state and local statutes, regulations, rules and orders.

**12. EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an Event of Default under the Subrecipient Agreement:

12.1 The Property shall cease to be operated in accordance with the Project Purpose or Subrecipient shall fail to comply with the requirement of long-term affordability for Low- and Moderate-Income Benefit as provided herein;

12.2 Failure of Subrecipient to complete the Project satisfactorily in accordance with the approved Plans or on schedule or failure to submit any report, documentation or other instrument under this Agreement;

12.3 Subrecipient attempts to assign its rights under this Agreement or any advance made or to be made hereunder or any interest therein, or if the Property or any portion thereof is conveyed or encumbered in any way without the prior written consent of the Grantee;

12.4 Any survey, report or examination discloses that the Project or Property or any portion thereof encroaches upon or projects over a street or upon or over adjoining property or violates any setback or other restriction, however created, or any zoning regulations or any building restriction of any governmental authority having jurisdiction with respect to the Property;

  
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12.5 The Property or Project are materially damaged or destroyed by fire or other casualty or cause and the insurance proceeds therefrom are inadequate to rebuild or restore the Project or Property to their condition immediately prior to such casualty;

12.6 Any representation or warranty made herein or in any report, certification, or other instrument furnished in connection with this Agreement or any advances of Grant funds made hereunder, by or on behalf of Subrecipient, shall prove to be false or misleading in any material respect;

12.7 Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, shall be filed against the Property and/or the Project and shall not be discharged within thirty (30) days of such filing;

12.8 Subrecipient shall default in the due observance or performance of any covenant, condition, assurance or agreement to be observed or performed by Subrecipient under this Agreement;

12.9 Any cessation occurs at any time in construction of the Project for more than one (1) week except for causes beyond the control of Subrecipient, or if any substantial change is made in the schedule for the construction or in the approved Plans without the prior approval of the Grantee and CDFA;

12.10 Subrecipient shall (i) apply for or consent to the appointment of a receiver, trustee, or liquidator of it or any of its property, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated as bankrupt or insolvent or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law;

12.11 A petition, order, judgment, or decree shall be entered, without the application, approval or consent of Subrecipient by any court of competent jurisdiction, approving a petition seeking reorganization or approving the appointment of a receiver, trustee or liquidator of Subrecipient of all or a substantial part of its assets, and such order judgment or decree shall continue unstayed and in effect for any period of thirty (30) days;

12.12 The dissolution, termination of existence, merger or consolidation of Subrecipient or a sale of assets of Subrecipient out of the ordinary course of business without the prior written consent of the Grantee and CDFA; and

12.13 Failure to remedy an ineligible expenditure of grant funds or to reimburse the Grantee for any ineligible costs, which are paid from grant funds.

### 13. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

13.1 Remedies upon Default. Upon the occurrence of any Event of Default, the Grantee may take any one, or more, or all, of the actions described below. Prior to taking any of the following actions, the Grantee will give Subrecipient a written notice of default specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of notice. The following actions may be taken only if Subrecipient has not remedied the Event of Default in a timely manner.

13.1.1 Subrecipient acknowledges that, in the event Grantee fails to enforce the provisions of either the Subrecipient Agreement or fails to cure any event of default under the Subrecipient Agreement, Grantee shall, upon demand by CDFA, assign and convey all or any of its rights, title and interest, or

  
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delegate all or any of its obligations under the Subrecipient Agreement to CDFA;

13.1.2 Terminate this Agreement, effective immediately upon giving notice of termination;

13.1.3 Suspend all payment of grant funds to be made pursuant to this Agreement until such time as the Grantee determines the Event of Default has been cured;

13.1.4 Set off against any other obligations the Grantee may owe to Subrecipient for any damages the Grantee may suffer by reason of any Event of Default;

13.1.5 Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;

13.1.6 Foreclose under any available security instrument created under this agreement; and

13.1.7 Assume the right to seek full reimbursement of CDBG funds from the Subrecipient and the right to call on any collateral pledged, as applicable.

13.2 Judicial Enforcement. Subrecipient agrees that the Grantee and CDFA have a right to seek judicial enforcement with regard to any matter arising with respect to this Agreement, to include the assurances, covenants and other conditions, which extend beyond the completion date under this Agreement.

13.3 Disposition of Funds. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform or reasons other than project completion, Grant funds are required to be returned. The disposition of Grant Funds to be returned shall be determined solely by CDFA.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Subrecipient represents and warrants:

14.1 Subrecipient will obtain all necessary approvals of the Plans and all necessary permits for the operation of its business from all governmental authorities having jurisdiction over the Project.

14.2 If applicable, construction of the project will not violate any zoning, environmental, subdivision, or land use ordinance, regulation or law; the Property conforms and complies in all material respects with all covenants, conditions, restrictions, reservations and zoning, environmental land use, and other applicable ordinances, laws, rules and regulations, federal, state, or local, affecting the Property.

14.3 No litigation, claims, suits, orders, investigations or proceedings are pending or threatened against Subrecipient or affecting the Property or the Project at law or in equity or before or by any federal, state, municipal or other governmental instrumentality; there are no arbitration proceedings pending under collective bargaining agreements or otherwise; and to the knowledge of Subrecipient, there is no basis for any of the foregoing. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

14.4 Subrecipient has filed all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state or local taxes, charges and assessments.

14.5 The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default

  
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under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related documents.

14.6 Subrecipient is not contemplating either the filing of a petition under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of its properties, and has no knowledge of any person contemplating the filing of any such petition against it.

14.7 No statement of fact made by or on behalf of Subrecipient in any of the Agreements or related documents or in any certificate, exhibit or schedule furnished to the Grantee pursuant thereto, contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading. There is no fact or circumstance presently known to Subrecipient that has not been disclosed to the Grantee that materially affects adversely, nor as far as Subrecipient can foresee, will materially affect adversely Subrecipient, operations or considerations (financial or otherwise) of Subrecipient.

14.8 Subrecipient has complied in all material respects with all applicable statutes, regulations, and rules of federal, state, and local governments in respect to the conduct of its business and operations, including without limitation all applicable environmental statutes.

14.9 No Event of Default has occurred and is continuing under this Agreement or the loan documents (if applicable) and no event or condition which would, upon notice of expiration of any applicable cure, constitute an Event of Default has occurred and is continuing; Subrecipient is not in default under any note or other evidence of indebtedness or other obligation for borrowed money or any mortgage, deed to trust, indenture, lease agreement or other agreement relating thereto. Any exceptions to this section shall be explained in an Exhibit, attached to this agreement.

Subrecipient warrants that each of the foregoing representations and warranties is true and correct as of the date of this Agreement and Subrecipient shall indemnify and hold harmless the Grantee, State and CDFA from and against any loss, damage, or liability attributable to the breach thereof, including any and all fees and expenses incurred in the defense or settlement of any claim arising therefrom against the Grantee, State or CDFA.

#### 15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statutes, regulation, executive orders and rules as they relate to the application, acceptance and use of funds for this project, including, but not limited to, the requirements as specified in the Grant Agreement.

15.2 Compliance with OMB 2 CFR Part 200. Subrecipient acknowledges that it shall meet the requirements of OMB 2 CFR Part 200, to ensure compliance with Administrative Cost Standards.

15.3 No Assignment. Subrecipient shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Grantee and CDFA, and any attempted assignment or transfer shall be ineffective, null, void, and of no effect.

15.4 Amendment. No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and executed by both parties and approved by CDFA.

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15.5 **Governing Law.** The Subrecipient Agreement shall be governed by and construed in accordance with laws of the State of New Hampshire.

15.6 **No failure on the part of Grantee or CDFA to exercise, and no delay in exercising, any right, power, or remedy under this Agreement or any other agreement contemplated herein shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any such agreements preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.**

15.7 **This Agreement, together with all attachments, schedules and exhibits thereto, contains the full, final and exclusive statement of the agreement of the parties and supersedes all prior understandings, representations or agreements, whether written or oral, with respect to such subject matter.**

#### 16. PUBLICITY AND SIGNAGE.

16.1 **Public Relations.** The Subrecipient shall grant CDFA the right to use the Grantee's name, likeness, and logo in any public relations or publicity efforts. This shall include, but not be limited to, press releases, media interviews, website, publications, brochures, etc. CDFA's publicity efforts may also include details about Grantee's project, contract, or other publically available information.

16.2 **Reciprocal Publicity.** The Subrecipient also shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to the project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, website, etc.

16.3 **Project Signage.** For construction/renovation projects – CDFA logo must be included in signage at the job worksite. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed. This requirement can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.

  
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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>2</sup>) 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, Primex<sup>2</sup> 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>2</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>2</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>2</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>2</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>2</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.

Participating Member: Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431		Member Number: 601	Company Affording Coverage: NH Public Risk Management Exchange - Primex <sup>2</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence    \$ 1,000,000
			General Aggregate    \$ 2,000,000
			Fire Damage (Any one fire)
			Med Exp (Any one person)
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory
			Each Accident
			Disease - Each Employee
			Disease - Policy Limit
<input type="checkbox"/> <b>Property (Special Risk Includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)

**Description:** 20-403-COHS. In regards to grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	X	Additional Covered Party	Loss Payee	Primex <sup>2</sup> - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301				By: <i>Mary Beth Purcell</i>
				Date: 5/29/2020    mpurcell@nhprimex.org
				Please direct inquiries to: Primex <sup>2</sup> Risk Management Services 603-225-2641 phone 603-228-3833 fax

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## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> 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.

<b>Participating Member:</b> Cheshire County 12 Court Street 1st Floor - Room 171 Keene, NH 03431	<b>Member Number:</b> 601	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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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
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made           <input type="checkbox"/> Occurrence         </div>			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident    \$2,000,000 Disease - Each Employee    \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b> CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b> <b>By:</b> Mary Beth Powell <b>Date:</b> 5/28/2020    mpurcell@nhprimex.org Please direct inquiries to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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**CERTIFICATE**  
Award No. 20-403-CDHS

I, Robert England Clerk of Cheshire County, New Hampshire do hereby certify that: (1) at the public hearing held on December 18, 2019, the County Commissioners voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Chairman, Board of Commissioners or County Administrator to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further 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; and (4) the following persons have been appointed to and now occupy the offices indicated under Item (2) above:

Charles Weed, Chair, County Commissioners  
Christopher Coates, County Administrator

I hereunto set my hand as the Clerk of Cheshire County, New Hampshire this 10<sup>th</sup> day of June, 2020.

By: Robert England  
County Clerk

Notary requirement waived due to Covid-19

**CERTIFICATION OF GRANTEE'S ATTORNEY**  
**20-403-CDHS**

I, Chris McLaughlin acting as Attorney for the County of Cheshire, New Hampshire do hereby certify:

That in my opinion the Grantee is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Hampshire. Further, I have examined the foregoing Grant Agreement and the actions taken by said Grantee and have determined that Grantee's official representative has been duly authorized to execute this Grant Agreement and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and applicable federal laws. In addition, for grants involving projects to be carried out on property not owned by Grantee, there are no known legal impediments that will prevent full performance by the Grantee. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of Grantee in accordance with the terms thereof.

Dated at Keene, NH this 10<sup>th</sup> day of June 2020.

  
\_\_\_\_\_  
Signature of Grantee's Attorney



**Cheshire County – \$500,000 – (Housing)**

<b>Applicant</b>	Cheshire County
<b>Subrecipient</b>	Monadnock Affordable Housing Corporation
<b>Project Name</b>	MAHC Bennett Block
<b>Project Location</b>	32-34 Washington Street, NH
<b>Request</b>	\$500,000
<b>LMI Beneficiaries</b>	14 Households (100% LMI)
<b>HUD CDBG National Objective</b>	LMH/14B
<b>NH State Category</b>	Housing

**Project Summary:** Cheshire County is requesting \$500,000 to undertake a substantial rehabilitation of Bennett Block, located at 32-34 Washington Street in Keene. Bennett Block is owned by Monadnock Affordable Housing Corporation (MAHC), a 501(c)(3) nonprofit affiliate of Keene Housing (KH). Bennett Block has community and commercial space on its first floor and fourteen (14) apartments, including one (1) studio, eleven (11) one-bedroom, and two (2) two-bedroom units on the second and third floors. During the past five years, Keene Housing has been working with an environmental consultant and the NH Department of Environmental Services (DES) on a program to test and remediate hazardous waste that was discovered on the property after purchase. The total cost to date has been approximately \$111,000. Significant progress was characterized by the environmental consultant as a 99% improvement. The remediation program is expected to continue for several more years. Vapor testing in the basements of Bennett Block and an adjacent building has revealed that vapor in these areas does not exceed the Residential Screening Criterion. When the property was sold in 1993, only the land under the building and the adjacent alley on the south side were sold. A ramp and required exits for the basement and the upper floors are located on land belonging to an abutting property owner on the west side. Keene Housing has been able to negotiate an easement for the use of its ramp and exits and for access to its property from the current owner of the abutting property.

Now that the site has been cleaned up and a previous title issue has been resolved, Cheshire County and Keene Housing propose a \$1,360,000 rehabilitation project to include capital improvements, professional fees, temporary relocation, and CDBG administration. The proposed project will improve building safety by replacing the electrical system, expanding the sprinkler system, adding a fire-rated ceiling, and upgrading the elevator. Additionally, the proposed project will include energy efficiency upgrades by replacing windows, doors, adding insulation and updated energy-efficient kitchen appliances, will improve air quality by adding/replacing ventilation systems in baths and kitchens, and will improve the appearance by installing new vinyl tile in halls and apartments. The proposed project will have a positive impact on the downtown Keene area in which Bennett Block is located, preserve permanently affordable housing for low- and moderate-income households, and will make necessary capital improvements which would not otherwise be financially feasible. Keene Housing has already contributed to the neighborhood by addressing the hazardous waste issue which was caused by previous building tenants. The project will include deferred maintenance on the Bennett Block façade and exterior, thereby enhancing the preservation of a building located within Keene's Historic District.

Total project budget of **\$1,360,000** includes construction, professional and engineering/architectural fees and administrative costs. The \$500,000 CDBG award will be

matched with a \$150,000 loan from Keene Downtown Housing Corporation (KDHC) and a \$710,000 contribution from Monadnock Affordable Housing Corporation. Keene Housing is actively discussing this project with Eversource and expects that Eversource will reimburse MAHC for some of the costs of items associated with energy savings improvements.

This project will yield a long-term benefit (20+ years); the infrastructure upgrades have a life expectancy of greater than 20 years. Additionally, the County will assure a long-term, low- and moderate-income benefit by attaching a performance lien/mortgage/deed on the property.

#### Sources and Uses

Sources	CDBG	KDHC	MAHC	
Uses				Total Uses \$
Construction	\$472,000	\$150,000	\$591,000	\$1,213,000
Relocation			\$10,000	\$10,000
Soft Costs			\$13,000	\$13,000
Professional fees			\$12,000	\$12,000
Architectural/Engineering			\$84,000	\$84,000
CDBG Admin Costs	\$28,000			\$28,000
Committed Total		\$150,000	\$710,000	\$860,000
Pending Total	\$500,000			\$500,000
Grand Total	\$500,000	\$160,000	\$710,000	\$1,360,000

#### Administrative Costs

Grant Administrator	\$18,732
Cheshire County	\$4,818
Legal	\$450
Application Writing	\$4,000
Total	\$28,000

## **Summary**

- The project scored **303** points;
- The project will improve an historic apartment building for a minimum 20-year period.
- The project will provide needed funds to correct deficiencies in the building
- The project will benefit 14 households 100% of which are LMI
- The project meets a CDBG National Objective by providing a direct benefit to people of Low- and Moderate-Income.