



YR
32

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

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the City of Claremont, 58 Opera House Square, Claremont, NH, in the amount of \$300,000.00 to support replacement of the drinking water distribution system at the Pleasant Valley Estates Cooperative manufactured housing park, effective upon Governor and Council approval for the period effective January 28, 2015 through December 31, 2016. **100% federal funds.**

Explanation

The City of Claremont is requesting CDBG funds on behalf of Pleasant Valley Estates Cooperative to support replacement of the Cooperative's faulty, deteriorating drinking water distribution system. Currently 77% of the households are of low- and moderate-income. Matching funds in the amount of \$158,492 will be provided by the New Hampshire Community Loan Fund for this project.

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

Sincerely,

Taylor Caswell
Executive Director

TC/ml

:

Attachments

City of Claremont- Pleasant Valley Estates Cooperative Water System Improvements - \$300,000 – (Housing)

The City of Claremont is requesting \$300,000 in CDBG funds on behalf of the Pleasant Valley Estates Cooperative for the replacement of the community's drinking water distribution system.

The 99 unit Pleasant Valley Estates Cooperative (PVEC) was developed in two phases. The west side, consisting of 64 homes, was built in the early 1960s. The east side, consisting of 35 homes, was built in the late 1970s. The residents took ownership of the park in 1991. According to an income survey by the NH Community Loan Fund, 77% of the residents are low- and moderate-income. The co-op received a two year CDBG grant for \$650,000 in 2003 to convert from private septic to a public wastewater system.

The co-op is serviced by municipal water. The water mains and service lines on the west side of the co-op are the original lines and well beyond their useful life expectancy as evidenced by a history water main and service line breaks. This community has experienced 12 water leaks within the past 18 months and a recent leak in January of 2014 resulted in the loss of 200,000 gallons of water. In the last 24 months, repairs and excess water fees have cost residents \$80,000.

Many homeowners are finding sediment in the water due to the numerous breaks in the water lines. Additionally, low water pressure is a common problem on both sides of the community due to deteriorating lines with limited flow capacity and the co-op has no fire hydrants, posing a safety hazard.

The proposed water project would replace the water line on the west side of the park, replace service lines to all buildings and replace connections to 62 homes. The other 34 units on the east side of the co-op have connections that are in good working condition as they were constructed with better made materials. The project would place shut off valves at each home on the west side, and six gate valves enabling the community to minimize water loss in the event of a service repair. The co-op's meter house is currently a 6 inch line, which leads to a 2 inch line. This project would bring the entire meter station and feed to a 6 inch line, which would increase water pressure to the entire community. Two fire hydrants will also be installed during this project. In addition to providing fire protection, the hydrants will allow water lines to be flushed annually. This helps to keep water lines clear of sediment, which impacts water quality and future corrosion.

The total cost of the project is estimated to be \$458,492. In addition to \$300,000 in CDBG funding, the project will be matched with a loan from the New Hampshire Community Loan Fund for \$158,492. Co-op debt already exceeds the appraised value of the park and rent is expected to increase by \$67 per month to service the new debt. Taking on additional debt increases the financial burden to residents but the problem needs to be addressed as it will only worsen over time.

Sources and Uses

Sources	CDBG	NHCLF	
Uses			Total Uses \$
Construction	\$280,000	\$128,492	\$408,492
Engineering		\$30,000	\$30,000
CDBG Admin Costs	\$20,000		\$20,000
Committed Total		\$158,492	\$158,492
Pending Total	\$300,000		\$300,000
Grand Total	\$300,000	\$158,000	\$458,492

Administration breakdown

Grant Administrator	\$13,500
Grant Writing Fee	\$4,000
Legal	\$1,000
Advertising	\$500
Audit	\$1,000
Total	\$20,000

Summary

- The application scored 323 points;
- The current condition of the of the water distribution system presents a potential health and safety issue;
- Replacement of the water distribution lines are necessary because the system is deteriorating and the cost of temporary fixes is no longer sustainable.

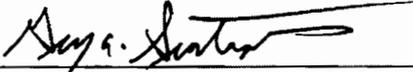
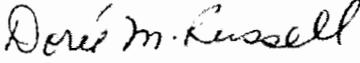
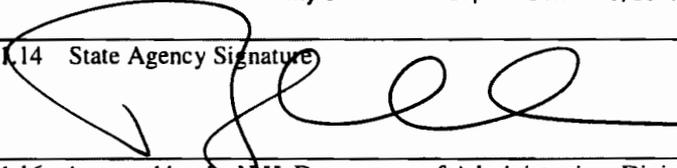
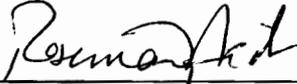
Subject: Claremont: Pleasant Valley Estates Cooperative – Grant #14-222-CDHS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Community Development Finance Authority		1.2 State Agency Address 14 Dixon Ave., Suite 102 Concord, NH 03301	
1.3 Contractor Name City of Claremont		1.4 Contractor Address 58 Opera House Square, Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-7026	1.6 Account Number N/A	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Michael J. Long, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Guy A. Santagate, City Manager	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Sullivan</i> On <i>12-22-14</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace DOREE M. RUSSELL, Notary Public My Commission Expires October 6, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Taylor Caswell, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <i>1-12-15</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State") or ("CDFA"), 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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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 CDFA or 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 CDFA or State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the CDFA or 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 CDFA or State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The CDFA or State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the CDFA or 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 CDFA or State shall have no liability to the Contractor other than the contract price.
5.3 The CDFA or 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the CDFA, 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, CDFA or 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 remedied, 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 CDFA or the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 All data which has been received from the CDFA or purchased with funds provided for that purpose under this Agreement, shall be the property of the CDFA, and shall be returned to the CDFA upon demand or upon termination of this Agreement for any reason.

9.3 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 CDFA or the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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 CDFA or the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the CDFA. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State and CDFA.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the CDFA and the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the CDFA or the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the CDFA and the State, which immunity is hereby reserved to the CDFA and 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 100% 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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 CDFA or 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. WAIVER OF BREACH. No failure by the CDFA or 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 CDFA or State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**EXHIBIT A
GRANT ACTIVITIES**

1. PROJECT DESCRIPTION AND PURPOSE

- 1.1. The project shall consist of the awarding of \$300,000 in CDBG funds to the City of Claremont (the "Grantee") of which \$280,000 will be sub-granted to Pleasant Valley Estates Cooperative, Inc. (the "Subrecipient") for the replacement of the community's drinking water distribution system (the "Project") within the Cooperative located in Claremont, New Hampshire (the "Project Property"). The Property to be developed with Grant funds is more particularly described on the deed(s) for such property(s) to be attached to this 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 77% of the households benefiting from this project shall be of low- and moderate-income, as that term is defined Cdfa 302.32
- 1.3. Improvements 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 perform all activities as necessary to administer the CDBG funds in accordance with the provisions of this Agreement.
- 2.2. Grantee shall be permitted to use up to \$20,000 of CDBG funds as reimbursement for Administrative Project Costs, as that term is defined by applicable state and federal guidelines and as provided in Exhibit B. 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 its Subrecipient agreement to be entered into with the Subrecipient, as provided in Section 4 of this Exhibit A and as Attachment II.
- 2.4. Grantee shall be required to send, at a minimum, its grant administrator, or a designated representative who is a full time permanent employee involved in the administration of this Grant, to the next CDBG Grant Administration Workshop to be offered by CDFA.
- 2.5. Grantee shall submit to CDFA all required reports as specified in the Grant Agreement and shall monitor and enforce the reporting requirements of the Subrecipient as provided in the Agreement or any Exhibits or Attachments thereto.
- 2.6. Grantee shall provide such training as is necessary to the Subrecipient to secure satisfactory performance of duties and responsibilities under the Subrecipient Agreement.
- 2.7. Grantee shall enter into a Closeout Agreement with CDFA and Subrecipient as provided in Section 11 of this Agreement.
- 2.8. Within thirty (30) days of executing this Agreement, the Grantee shall submit to CDFA for approval an Implementation Schedule for completion of the Project. The Grantee shall obtain prior approval of CDFA for any changes in the Schedule.

3. FEDERAL COMPLIANCE

3.1 Grantee shall comply, and shall require any Subrecipient, contractor and subcontractor to comply, with the following federal and state laws and all applicable standards, rules, orders, 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, 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.) also applies.

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 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 implementing 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:

(1) 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;

(2) 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;

(3) 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;

(4) 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 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 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). As 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 contract. As used in this contract, 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-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 granting of CDBG funds to the Subrecipient, consistent with the terms and conditions of this Agreement, in the amount of \$280,000 contingent upon satisfactory performance by the Subrecipient.
- 4.3. Grantee shall provide to CDFA for its review and approval the proposed Subrecipient Agreement prior to execution. Prior to the disbursement of Grant funds but not more than thirty (30) days following the Effective Date of the Grant Agreement, Grantee shall provide to CDFA a fully executed copy of the Subrecipient Agreement.
- 4.4. The Subrecipient Agreement shall require the Subrecipient to enter into a Mortgage Lien with Grantee meeting the requirements as provided herein.
- 4.5. Grantee shall cause all applicable provisions of this Exhibit A 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 \$158,492 consisting of a loan from the New Hampshire Community Loan Fund to provide additional financing for the Project.
- 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 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

(land and improvements) acceptable to CDFA. Grantee shall submit to CDFA satisfactory evidence of such recording.

- 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 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 with respect to the Project Property, seventy-seven percent (77%) of the households which will reside at the Project Property upon completion of the Project and for the duration of the Benefit Period as defined herein shall be low- and moderate-income Households as those terms are defined in Administrative Rule Cdfa 302.32
- 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 Households to be afforded access to units under this Project shall primarily benefit low- and moderate-income Households, as defined herein.
- 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, BIDS, BONDS, INSPECTION AND CERTIFICATION

- 8.1. Prior to execution of the construction contract or 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 shall require all contractors and subcontractors to comply with all applicable requirements of federal, state, and local laws and regulations.
- 8.3. Grantee 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 to be scheduled in connection with the Grant Activities and afford CDFA the option of participating in such conferences.
- 8.5. Bid Guarantees: A bid guarantee from each bidder equivalent to five percent (5%) of the bid price shall apply to this contract and shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, executed such contractual documents as may be required within the time specified.
- 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.
- 8.7. Subcontracts, Bonds Required: When Grantee and/or Subrecipient awards a contract 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 and/or Subrecipient shall, as a minimum,

require contractor 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'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, (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. HOUSING REHABILITATION STANDARDS

9.1. The following standards shall apply to all housing units rehabilitated with Grant funds:

- 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 24 CFR 85.20 or such equivalent system as CDFA may require. Requests for payment shall be made according to CDFA's CDBG Implementation Guide.

11. PROCUREMENT. 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, as a minimum, to the standards set forth in 24 CFR 85.36. Grantee shall not use debarred, suspended or ineligible contractors or subrecipients as provided in 24 CFR 570.489 (l).

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, via CDFA's Grants Management System (GMS), following the end of every other quarter.

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 on forms provided by CDFA 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 (24 CFR Part 44) which implement OMB Circular A-133. Two (2) copies of 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 Circular A-133, one of the following options will be chosen by CDFA:
 - 12.5.1. Within ninety (90) days after the Completion or Termination Date two (2) copies of 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 or the date of the final audit approval by CDFA, whichever is later, the Grantee shall keep, and shall require any Subrecipient to 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, or until an audit is completed and all questions arising therefrom are resolved, 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 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. 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.
- 14.7. 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.

14.8. 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. ADDITIONAL GRANT REQUIREMENTS AND CERTIFICATIONS

- 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 approved by CDFA.
- 15.2. Grantee shall prepare and adopt a financial management plan, approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance with Paragraph 11 of this Exhibit. 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 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. 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.
- 15.8. Lobbying. Grantee certifies that:
 - 15.8.1. 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.

15.8.2. 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 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.

15.8.3. 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 subrecipients shall certify and disclose accordingly.

15.9 Notice To Prospective Subcontractors Of Requirement For Certifications Of Nonsegregated Facilities. Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Prior to the award of any construction contract or subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

15.9.1 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.

15.9.2 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 contract. 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).

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

15.10 Publicity and Signage.

15.10.1 Public Relations. The Grantee 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.

15.10.2 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.

15.10.3 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 agreeable to CDFA.

EXHIBIT B

PROJECT COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA

- 1.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all reimbursable costs incurred in performance of the Grant activities. "Administrative Project 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 OMB Circular A-87 as revised from time to time, and with the rules, regulations, and guidelines established by CDFA. Administrative project costs include but are not limited to: preparation of environmental review, record keeping, reporting, audits, and oversight of Project construction and compliance with all federal, state, and local laws, rules, and regulations and this contract. In no event shall Administrative Project Costs exceed fifteen (15) percent of the total Grant funds allowed. With respect to a nonprofit subrecipient, such subrecipient shall meet the requirements of OMB Circular A-122.
- 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 Project Costs: Subject to the terms and conditions of this agreement, CDFA agrees to pay Grantee all Project 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 Project Costs incurred within 90 days after the Completion Date and in connection with closeout requirements as provided in State Administrative Rule Cdfa 311.01(c)(4).
- 1.4. Review by CDFA; Disallowance of Costs: At any time during the performance of the Project Activities, and upon receipt of the Progress Reports, Closeout Report, or Audited Financial Report, CDFA may review all Project 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 PROJECT 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 A 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:
 - 2.1.1. A Subrecipient Agreement, as applicable;
 - 2.1.2. Documentation of other committed match funds or additional financing necessary as defined in Attachment I, "Sources and Uses", no earlier than date of Governor and Council approval;
 - 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. 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 Project Costs incurred, CDFA agrees to reimburse Grantee for Project Costs, except that 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 Project Cost until all Project Costs have been audited and determined to be allowable costs.

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

3.1. Reimbursement requests for all Project Costs, including Administrative Project 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. USE AND LIMITATIONS OF GRANT 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 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 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 Part 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 A 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 4: C: 14 II(b) submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6. Up to \$280,000 of Grant Funds may be applied by Grantee for costs related to the Project Activity.

4.7. Up to \$20,000 of Grant Funds may be applied by Grantee for costs related to the 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.

6.1. Program Income: All program income earned during the term of this Agreement shall be returned to CDFA.

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.

EXHIBIT C

Section 14.1.1- Insurance requirements of the General Conditions are hereby modified as follows:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added: "14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate."

The contract agreement amount is for \$200,000; therefore, this is sufficient insurance coverage to satisfy this contract agreement.

All other conditions of this contract shall remain in full force and effect.

Sharon A. Krig

ATTACHMENT I

COMMERCIAL MORTGAGE

THIS MORTGAGE is made this 24th day of October, 2007, between **PLEASANT VALLEY ESTATES COOPERATIVE, INC.**, of 14 Fiske Place, Claremont, in the County of Sullivan and State of New Hampshire, 03743, hereinafter referred to as "MORTGAGOR", which term wherever used shall mean each and all of the signers of this Mortgage, and the Mortgagee, **NEW HAMPSHIRE COMMUNITY LOAN FUND, INC.**, a non-profit corporation, duly organized and existing under the laws of the State of New Hampshire, with a place of business at 7 Wall Street, Concord, NH 03301, hereinafter referred to as "MORTGAGEE",

MORTGAGOR, in consideration of the indebtedness herein recited, grants and conveys to MORTGAGEE and MORTGAGEE'S successors and assigns with MORTGAGE COVENANTS, property located in the County of Sullivan, State of New Hampshire; which has the address of 14 Fiske Place, Claremont, NH 03743, (hereinafter referred to as "PROPERTY ADDRESS"), and which is more fully described as follows:

All that real property, fixtures and improvements described in Exhibit A hereto (the "Property").

This mortgage is upon the statutory conditions, for any breach of any of which, as well as for a breach of the terms and conditions of this Mortgage or upon a Default as described herein, the MORTGAGEE shall have the statutory power of sale.

To the extent that any of the Property is property subject to Article 9 of the Uniform Commercial Code, RSA Ch. 382-A, this document is also a security agreement. MORTGAGOR grants a security interest in the Property to MORTGAGEE to secure all of the Obligations (as hereinafter defined). Upon a Default (as hereinafter defined), MORTGAGEE may exercise all of the rights of the secured party under the Uniform Commercial Code.

This Mortgage is made and secures (a) the repayment of all indebtedness of MORTGAGOR to MORTGAGEE evidenced by the Note, and any extension, modification, renewal, or substitution of or for the Note, including, without limitation all principal, interest and costs of collection (including reasonable attorney's fees), thereunder, the repayment of all other sums, with interest thereon, advanced in accordance herewith to protect the Property or the security of this Mortgage; the performance of the covenants and agreements of MORTGAGOR made in this Mortgage, including, without limitation, the obligation of the MORTGAGOR to repay all advances by MORTGAGEE for taxes, property insurance premiums, repairs and maintenance of the Property, completion of improvements on the Property, amounts due holders of deeds or liens whose interest jeopardize MORTGAGEE'S secured position hereunder, expenses incident to any indebtedness secured by this Mortgage, and foreclosure by action in any court and/or by exercise of the power of sale contained herein; and the repayment of all other indebtedness, liabilities, and obligations of MORTGAGOR to MORTGAGEE now existing or hereafter arising, whether absolute or contingent, primary or secondary, joint or several, (all of the foregoing collectively the "Obligations"), and option (b) the repayment of any future advance and indebtedness of any kind, with interest and other charges as agreed upon, created between MORTGAGOR and MORTGAGEE pursuant to paragraph 17 hereof or otherwise, up to a maximum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00).

MORTGAGOR COVENANTS, REPRESENTS AND WARRANTS that MORTGAGOR has good title to the Property, is lawfully seized of the Property hereby conveyed, and has the right to grant, convey, and mortgage the Property, that the Property is unencumbered, (with the exception of a mortgage to Connecticut River Bank, N.A., of approximate even date to be recorded in the Sullivan County Registry of Deeds) and that the MORTGAGOR forever will warrant and defend generally the title to the Property unto MORTGAGEE against all claims and demands of any and all persons or entities, subject to any declarations, easements or restrictions (the "Permitted Exceptions") shown on Exhibit B hereto and accepted by MORTGAGEE by its authorized officer's initialing of said Exhibit.

In addition to the mortgage covenants, MORTGAGOR and MORTGAGEE covenant and agree as follows:

1. **PAYMENT OF PRINCIPAL AND INTEREST.** MORTGAGOR shall promptly pay when due or within any permitted grace period the principal and interest on the indebtedness evidenced by the Note(s), prepayment and late charges as provided in the Note(s) and the principal of and interest on any Future Advances secured by this Mortgage.

2. **FUNDS FOR TAXES AND INSURANCE.** At the option of the MORTGAGEE, MORTGAGOR shall pay the MORTGAGEE, at such times as MORTGAGEE shall specify, a sum equal to the proportionate share of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if

any, plus the same proportionate share of yearly premium installments for hazard insurance, plus the same proportionate share of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by MORTGAGEE. Such funds are pledged as additional security for the indebtedness secured by this Mortgage. MORTGAGEE shall not be required to pay MORTGAGOR any Interest on the funds so held unless applicable law provides otherwise. Upon payment in full of all indebtedness secured by this Mortgage, MORTGAGEE shall promptly refund to MORTGAGOR any such funds still being held by MORTGAGEE.

3. **CHARGES, LIENS.** MORTGAGOR shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or if not paid in such manner, by MORTGAGOR making payment, when due, directly to the payee thereof. MORTGAGOR shall promptly furnish to MORTGAGEE all notices of amounts due under this paragraph, and in the event MORTGAGOR shall make payment directly, MORTGAGOR shall promptly discharge any lien which has priority over the Mortgage; provided, that MORTGAGOR shall not be required to discharge any such lien as long as MORTGAGOR shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to MORTGAGEE or MORTGAGOR shall in good faith and with due diligence contest such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. **HAZARD INSURANCE.** MORTGAGOR shall keep the improvements now existing or hereafter attached to the Property insured against loss by fire and hazards included within the term "extended coverage" and such other hazards as MORTGAGEE may require and in such amounts and for such periods as MORTGAGEE may reasonably require.

The insurance carrier or agent thereof providing the insurance shall be chosen by MORTGAGOR subject to approval by MORTGAGEE provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by MORTGAGOR making payment, when due, directly to the insurance carrier or agent thereof.

All insurance policies and renewals thereof shall be in form acceptable to MORTGAGEE and shall include a satisfactory loss payable clause in favor MORTGAGEE. MORTGAGEE shall have the right to hold the policies and renewals thereof, and MORTGAGOR shall promptly furnish to MORTGAGEE all renewal notices and receipts of paid premiums. In the event of loss, MORTGAGOR shall give prompt notice to the insurance carrier and MORTGAGEE.

MORTGAGEE may act as attorney for MORTGAGOR in making, adjusting and settling any insurance claims and may as its attorney in fact endorse in the name of MORTGAGOR any check or draft representing insurance proceeds in which MORTGAGEE has an interest.

MORTGAGOR hereby assigns to MORTGAGEE all sums which may become payable under such insurance as additional security for the indebtedness secured by this Mortgage. Such sums may, at the option of MORTGAGEE, be applied to any part of the indebtedness secured hereby whether or not matured, or all or any part thereof may be used for the purposes of repairing, replacing or restoring the Property damaged. Any such application of proceeds to the indebtedness secured by this Mortgage shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments, unless MORTGAGEE otherwise agrees in writing. If under paragraph 15 hereof the Property is acquired by MORTGAGEE, all right, title and interest of MORTGAGOR in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to MORTGAGEE to the extent of the indebtedness secured by this Mortgage immediately prior to such sale or acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLD; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. MORTGAGOR agrees to keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the same, and shall comply with the provisions of any leasehold, declaration, or covenant to which the Property is subject. MORTGAGOR shall comply with all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. MORTGAGOR shall promptly repair, restore, replace or rebuild any part of the Property now or hereafter encumbered by this Mortgage which may be affected by any condemnation or similar proceeding. No part of the Property, including, without limitation, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property shall be removed, demolished or materially altered. MORTGAGOR shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Property. MORTGAGOR shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. If this Mortgage is on a unit or units in a condominium or a planned unit development, MORTGAGOR shall perform all of MORTGAGOR'S obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by MORTGAGOR and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

6. **PROTECTION OF MORTGAGEE'S SECURITY.** If MORTGAGOR fails to perform any of the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects MORTGAGEE'S interest in the Property, including but not limited to, payment of delinquent taxes or insurance premiums, eminent domain, insolvency, code enforcement, or arrangements or proceeds involving a bankrupt or decedent, then MORTGAGEE, at MORTGAGEE'S option, upon notice to MORTGAGOR, may make such appearances, disburse such sums and take such actions necessary to protect MORTGAGEE'S interest including, but not limited to, payment of delinquent taxes or insurance premiums, disbursement of reasonable attorney's fees, and entry upon the Property to make repairs or to secure the same from unauthorized entry and/or the elements.

Any amounts disbursed by MORTGAGEE pursuant to this paragraph 6 shall become additional indebtedness of MORTGAGOR secured by this Mortgage. Unless MORTGAGOR and MORTGAGEE agree to other terms of payment, such amounts shall be payable on demand, and shall bear interest from the date of disbursement at the interest rate payable from time to time on outstanding principal under the Note(s) subject to periodic review and change pursuant to the terms of the Note(s) unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require MORTGAGEE to incur any expense or take any action hereunder, nor shall such action relieve MORTGAGOR of any default.

7. **INSPECTION.** MORTGAGEE may make or cause to be made reasonable entries upon and inspections of this Property, provided that MORTGAGEE shall give MORTGAGOR notice prior to any such inspection specifying reasonable cause therefore related to MORTGAGEE'S interest in the Property.

8. **CONDEMNATION.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to MORTGAGEE. In the event of either a partial or total taking, the proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to MORTGAGOR.

If the Property is abandoned by MORTGAGOR, or if, after notice by MORTGAGEE to MORTGAGOR that the condemnor offers to make an award or settle a claim for damages, MORTGAGOR fails to respond to MORTGAGEE within 30 days after the date such notice is mailed, MORTGAGEE is authorized to collect and apply the proceeds, at MORTGAGEE'S option, either to restoration or repair of the Property or to all the sums secured by this Mortgage.

Any such application of proceeds to the indebtedness secured by this Mortgage shall not extend or postpone the due date of the installments referred to in paragraphs 1 and 2 hereof or

change the amount of such installment, unless MORTGAGEE and MORTGAGOR otherwise agree in writing.

9. **MORTGAGOR NOTE RELEASED.** Extension of time for payment or modification of amortization of the sums secured by this Mortgage granted by MORTGAGEE to any successor in interest of MORTGAGOR shall not operate to release, in any manner, the liability of the original MORTGAGOR nor MORTGAGOR'S successors in interest. MORTGAGEE shall not be required to commence proceedings against such successor to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original MORTGAGOR or MORTGAGOR'S successors in interest.

10. **FORBEARANCE BY MORTGAGEE NOT A WAIVER.** Any forbearance by MORTGAGEE in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by MORTGAGEE shall not be a waiver of MORTGAGEE'S right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. **REMEDIES CUMULATIVE.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage afforded by law or equity and may be exercised concurrently, independently or successively.

12. **SUCCESSORS AND ASSIGNS, BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of MORTGAGEE and MORTGAGOR, subject to the provisions of paragraph 15 hereof. All covenants and agreements of MORTGAGOR shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **GOVERNING LAW; SEVERABILITY.** The Mortgage shall be governed by the laws of New Hampshire unless otherwise specifically agreed upon in writing by MORTGAGEE and MORTGAGOR. In the event that any provisions or clause of this Mortgage or other written instruments evidencing indebtedness conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the other written instruments evidencing indebtedness which can be given effect without the conflicting provisions, and to this end the provisions of the Mortgage and other written instruments evidencing indebtedness are declared to be severable. If any part of this Mortgage is deemed ambiguous, such ambiguity shall not be resolved against MORTGAGEE simply because MORTGAGEE was the author of this Mortgage.

14. **TRANSFER OF THE PROPERTY; ASSUMPTION.** MORTGAGEE shall have the right to transfer or assign freely all or any part of its rights under this Mortgage. MORTGAGOR, however, shall not sell, convey, transfer, dispose of, or further encumber said property, or any part thereof, or any interest therein, or agree to do so, without first obtaining the written consent of MORTGAGEE. If MORTGAGOR takes such action without the prior written consent of MORTGAGEE, then MORTGAGEE shall have the right, at its option, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

15. **DEFAULT, REMEDIES.** Any one or more of the following events shall constitute a default of this Mortgage (a "Default"):

- (a) the failure of the MORTGAGOR to observe or perform any of the obligations to MORTGAGEE under this Mortgage, if within ten (10) days of written notice of the same from MORTGAGEE, MORTGAGOR has not cured the same, or, in the alternative, where in the normal course such cure would require more than ten (10) days, has not taken all steps necessary or possible to commence such cure and does not pursue such cure swiftly to its completion; or
- (b) the occurrence of a default under the Note, the Security Agreement or any of the Obligations, or if notice or lapse of time, or both, are therein provided, then upon such notice or lapse of time, or both; or
- (c) any person or party obligated on any of the Obligations or under this Mortgage files or has filed against it a petition or filing under any present or future federal or state insolvency, bankruptcy, reorganization, composition, or debtor relief law, including without limitations, the Bankruptcy Code; or
- (d) any person obligated on any of the Obligations dies; or
- (e) MORTGAGEE deems itself insecure about the ability of any person or party obligated on any of the Obligations to repay said Obligation.

Upon a Default, MORTGAGEE, as its option, may declare all the sums secured by the Mortgage to be immediately due and payable, and may invoke the power of sale herein granted and any other remedies permitted by applicable law. MORTGAGOR hereby appoints MORTGAGEE the agent and attorney-in-fact for MORTGAGOR to exercise said power of sale. MORTGAGEE shall be entitled to collect all costs and expenses incurred in pursuing the remedies provided herein and available at law and in equity, including, without limitation,

reasonable attorney's fees, if any debt secured by this Mortgage is collected by or through an attorney-at-law.

Upon a Default, MORTGAGOR shall, upon the demand of MORTGAGEE, immediately surrender possession of the Property to MORTGAGEE and vacate the Property. Upon such a demand by MORTGAGEE, MORTGAGOR shall be a tenant in holding over and may be dispossessed in accordance with applicable law.

If MORTGAGEE invokes the power of sale, MORTGAGEE shall give notice by publication for the time and in the manner prescribed by applicable law and shall mail a copy of the notice to MORTGAGOR by registered or certified mail, as prescribed by law, MORTGAGOR hereby waiving any other notice. MORTGAGEE without further demand on MORTGAGOR shall sell the Property, in one or more parcels, to the highest bidder for cash or other consideration acceptable to MORTGAGEE at public auction. MORTGAGEE or MORTGAGEE'S designee may bid and purchase the Property at any sale. MORTGAGOR hereby agrees that any such sale may be held upon the premises, or at any other place within or without the State of New Hampshire as MORTGAGEE may designate.

MORTGAGEE may execute and deliver to the purchaser at any such sale MORTGAGEE'S foreclosure deed to the Property in fee simple, and MORTGAGOR hereby appoints MORTGAGEE MORTGAGOR'S agent and attorney-in-fact to make such conveyance. The recitals in MORTGAGEE'S deed shall be prima facie evidence of the truth of the statements made therein. MORTGAGOR covenants and agrees that MORTGAGEE shall apply the proceeds of the sale in the following order:

- (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence and insurance; and
- (b) to all sums secured by this Mortgage; and
- (c) to MORTGAGOR, if there be any surplus, or as a court of competent jurisdiction may direct.

The powers and agencies granted herein are coupled with any interest, are irrevocable by death or otherwise, and are cumulative by the remedies for collection of said indebtedness provided by law.

16. ASSIGNMENT OF RENTS AND PROFITS; APPOINTMENT OF RECEIVER; MORTGAGEE IN POSSESSION. As additional security hereunder, MORTGAGOR hereby assigns to MORTGAGEE all rents of the Property and all profits derived from any and all uses of the Property, including but not limited to, those derived from business and business conducted thereon, provided that MORTGAGOR shall, prior to

acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents and profits as they become due and payable.

Upon acceleration under paragraph 15 hereof or abandonment of the Property, MORTGAGEE in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to lease the Property or any part thereof, and to collect the said rents and profits of the Property including those past due. All rents and profits collected by MORTGAGEE or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents and profits, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees and then to the sums secured by this Mortgage. MORTGAGEE and the receiver shall be liable to account only for those rents and profits actually received.

17. **FUTURE ADVANCES.** At MORTGAGEE'S option prior to release of this Mortgage, MORTGAGOR may make future advances or re-advances (whether pursuant to New Hampshire Revised Statutes Annotated 479:4 or 479:5 or as otherwise permitted by law) from MORTGAGEE or otherwise become further indebted to MORTGAGEE for any reason whatsoever. Such future advances and other indebtedness of any kind, with interest and other charges as agreed upon, shall be secured by this Mortgage, whether or not such indebtedness is evidenced by written instrument(s), and whether or not said instrument(s) states that it is secured thereby.

18. **WAIVER OF HOMESTEAD.** MORTGAGOR acknowledges that the Property is NOT HOMESTEAD Property.

19. **NOTICE.** Except as prescribed otherwise by applicable laws, any notice provided for in this Mortgage shall be given by mailing such notice by Certified Mail, return receipt requested, addressed to MORTGAGOR or MORTGAGEE, respectively, as follows:

MORTGAGOR: 14 Fiske Place, Claremont, NH 03743
MORTGAGEE: 7 Wall Street, Concord, NH 03301

or to such other address or addresses as MORTGAGOR or MORTGAGEE shall be noticed specify.

IN WITNESS WHEREOF Pleasant Valley Estates Cooperative, Inc., has hereunto caused its corporate name to be subscribed by Albert G. Krumenaker, Chairman and Phyllis Dunham, Treasurer, this 24th day of October, 2007.

PLEASANT VALLEY ESTATES COOP., INC.

Nadine A Sallee
Witness

A. G. Krumenaker
By: ALBERT G. KRUMENAKER, Chairman

PLEASANT VALLEY ESTATES COOP., INC.

Nadine A Sallee
Witness

Phyllis J Dunham
By: PHYLLIS DUNHAM, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF SULLIVAN

On this the 24th day of October, 2007, before me, the undersigned officer, personally appeared **Albert G. Krumenaker and Phyllis Dunham**, who acknowledged themselves to be the Chairman and Treasurer, respectively, of Pleasant Valley Estates Cooperative, Inc., a corporation, and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Before me,

James D. Fida
Justice of the Peace/Notary Public
My Commission Expires: 8/18/09

Schedule A

Certain tracts or parcels of land situated in Claremont in the County of Sullivan and State of New Hampshire, bounded and described as follows:

Beginning at an iron stake in the ground at the northeast corner of the intersection formed by a road running east and west between West Claremont and the City of Claremont and known as Thrasher Road, and the road running north and south leading to Paddy Hollow, so called; thence northerly along the easterly line of the last mentioned road leading to Paddy Hollow, so called, a distance of 767 feet to an iron stake; thence easterly along a stone wall 450 feet to an other iron stake driven into the stone wall; thence southerly 787 feet to an iron stake driven into the northerly line of the aforementioned Thrasher Road; thence westerly 450 feet along the northerly line of the last mentioned road to the iron stake representing the point of beginning.

Intending to convey a rectangular plot approximately 767 feet by 450 feet bounded on the west by the road leading to Paddy Hollow, so called, on the north by land formerly of John Tyler, deceased, later owned by William Bateman, on the east by land formerly of William and Kunigunde Bolz and on the south by Thrasher Road.

Excepting the following described tracts:

A) A tract of land conveyed by John A. and Violet J. Usko to Joseph T. and Christine E. McElreavy by a Warranty Deed dated January 21, 1954, recorded in the Sullivan County Registry of Deeds, Vol. 359, Page 169, described as:

Beginning at an iron pin on the northerly side of Clay Hill Road, also known as Thrasher Road, so called, which point is the southeasterly corner of the premises herein conveyed and the southwesterly corner of land now of one Smith; thence in a northerly direction along the land of said Smith a distance of 150 feet to an iron pin at other lands of the said Usko; thence in a westerly direction along the land of the said Usko a distance of 100 feet to an iron pin; thence in a southerly direction a distance of 150 feet to an iron pin on the northerly side of said Clay Hill Road; thence in an easterly direction along the northerly side of said Clay Hill Road a distance of 100 feet to the point or place of beginning.

B) A tract of land conveyed by John and Violet Usko to Joseph T. and Christine E. McElreavy by a Warranty Deed dated October 25, 1958, recorded in Vol. 397, Page 206, described as:

Beginning at an iron pin on the northerly side of Clay Hill Road, also known as Thrasher Road, so called, which point is the southeasterly corner of the premises herein conveyed and the southwesterly corner of premises now owned by the said McElreavy; thence in a northerly direction along the land of the said McElreavy 150 feet to a point at other lands of the said Usko; thence in a westerly direction along the land of the said Usko a distance of 75 feet in a line

parallel with said Thrasher Road to a point at other lands of the said Usko; thence in a southerly direction along other lands of the said Usko in a line parallel to the first mentioned bound a distance of 150 feet to a point on the northerly side of said Thrasher Road; thence in an easterly direction along the said Thrasher Road a distance of 75 feet to the point or place of beginning.

C) A tract of land conveyed by John A. and Violet J. Usko to Myron A. Usko and July E. Usko by a Warranty Deed dated September 30, 1969, recorded in Vol. 478, Page 98, which is described in said deed as:

Beginning at an iron stake on the easterly side of the Paddy Hollow Road, so called, which point is the northwesterly corner of the premises hereon conveyed and the southwestly corner of premises now of William Bateman; thence in an easterly direction 200 feet along the land of said Bateman to an iron pin at other land of the said John A. and Violet J. Usko; thence in a southerly direction in a line parallel to the said Paddy Hollow Road 200 feet to an iron pin; thence westerly 200 feet to an iron pin on the westerly side of said Paddy Hollow Road, the last two bounds being along other lands of the said John A. and Violet J. Usko; thence in a northerly direction along the easterly side of the first mentioned road 200 feet to the point or place of beginning.

Conveying also all of the rights and obligations of Myron A. and Judy E. Usko in an easement conveyed to them by Charles J. Michalenoick III and Laura L. Michalenoick by deed dated December 14, 1983 and recorded in Vol. 756, Page 326 of the Sullivan County Registry of Deeds.

Also that certain lot or parcel of land containing twelve acres, more or less, situated in said Claremont, which is bounded westerly by Paddy Hollow Road, northerly by land formerly of D. Clow, and southerly by land formerly of John Usko and being Lot #44 as shown on Map #24 on file in the Office of the Assessor's in the City of Claremont on August 3, 1954.

Excepting the easement for electric power lines over a strip 150 feet in width as granted by William M. and Nell M. Bateman to Public Service Company of New Hampshire on October 19, 1965 as recorded in Vol. 462, Page 489.

Also a certain tract or parcel of land located on Paddy Hollow Road, so called, in the City of Claremont, County of Sullivan and State of New Hampshire, bounded and described as follows:

Beginning on the westerly side of Paddy Hollow Road, so called, South $9^{\circ} 28'$ West a distance of 503 feet, more or less, to a point; thence South $8^{\circ} 14'$ West along Paddy Hollow Road 303 feet, more or less, to an iron pin; thence North $80^{\circ} 5'$ West a distance of 205 feet, more or less, to a point; thence North $8^{\circ} 10'$ East a distance of 40 feet, more or less, to the southerly side of a wall and fence; thence North $82^{\circ} 35'$ West along the southerly side of the fence and wall a distance of 273 feet, more or less, to a point; thence North $85^{\circ} 33'$ West a distance of 191 feet, more or less, to a point; thence $87^{\circ} 40'$ West a distance of 302 feet, more or less, to a corner in the fence; thence North $5^{\circ} 13'$ East a distance of 94 feet, more or less, along a fence;

thence North 6° 10' East a distance of 182 feet, more or less, along a fence to a point; thence North 9° 34' East a distance of 195 feet, more or less, along a fence to a point; thence North 6° 30' East a distance of 126 feet, more or less, to a corner in a fence; thence North 81° 5' East a distance of 329 feet, more or less, to a point; thence North 77° 15' East a distance of 38 feet, to a wall and fence; thence along the northerly side of a wall North 85° 5' East a distance of 139 feet, more or less, to a point ;thence North 86° 8' East a distance of 163 feet, more or less, to a point; thence South 85° 35' East a distance of 204 feet, more or less, to a point; thence North 88° 28' East a distance of 47 feet, more or less, to the westerly side of Paddy Hollow Road to the point of beginning.

Excepting, however, from the within conveyance that portion of the above-described premises which was conveyed by Mary Usko to John A. Usko by deed dated November 30, 1953, recorded in the Sullivan County Registry of Deeds, Vol. 343, Page 533, to which deed reference may be had for a more particular description of said premises and in which the said Mary Usko reserved unto herself a right to use a certain driveway leading from Paddy Hollow Road to the premises of the said Mary Usko.

Subject to an easement conveyed by Mary Usko to PSNH, dated January 11, 1966, recorded in said Registry, Vol. 464, Page 420, if applicable.

Excepting the easements for electric power and telephone lines granted by John A. and Violet J. Usko to Connecticut Valley Electric Company, Inc. and New England Telephone & Telegraph Company, the first dated October 23, 1969, as recorded in Vol. 480, Page 175; and the second dated April 2, 1970, as recorded in Vol. 551, Page 300.

Conveying also all of the rights and responsibilities of Paddy Hollow, Inc. in an easement granted by Lena Read to Paddy Hollow Mobile Home Park, Inc. on July 7, 1976, recorded in Vol. 573, Page 352, which reads as follows:

“The right and easement to lay, relay, repair and maintain a pipe or pipes over and across my land situated in said Claremont, the location of which may be more particularly described as follows:

Beginning at a point on the northerly side of Clay Hill Road which point is located approximately 728 feet westerly from the intersection of Clay Hill Road and Paddy Hollow Road and New England Tel & Tel. Co. Pole #18; thence N. 6° E. 150 feet, more or less, N. 36° 30' E. 400 feet, more or less, and N. 33° E. 91 feet, more or less, to a barbed wire fence marking the northerly boundary of Lena Read and the southerly boundary of Paddy Hollow Mobile Home Park, Inc.

Reference is made to “Plan Showing Proposed Water Line Easement over Land of Lena Read, Claremont, N.H., Scale 1" = 100', April 26, 1976, by David M. O'Hara & Assoc. Inc.”

Said easement is conveyed subject to the following restrictions and reservations:

A) The grantee covenants for itself, its successors and assigns that in the exercise of its right it will do no unnecessary damage and that in the event it is necessary to go on the grantor's land from time to time, pursuant thereto, it will restore the premises as nearly as possible to the condition in which they existed immediately prior to the grantee's entry.

B) The grantor reserves to herself, her heirs, successors and assigns, the right, at her expenses, to tap into said line and take water therefrom for purposes normally appurtenant to and associated with residential usage of the grantor's property.

The grantor further releases to the grantee all her right, title and interest in and to the following easement described in the Will of Mary Usko as follows:

The right and privilege of the owner or owners of my remaining real estate to draw water forever from the spring on said land in common with my son, John, said spring being the source of the water supply for my dwelling house together with the right forever to enter upon said land at any and all times to keep, maintain and repair the pipes leading from my house to said spring”.

The grantor's title is under the Will of her mother, Mary Usko, late of Claremont. See Sullivan County Probate Record #17, 229.”

Excepting the easement granted by Paddy Hollow, Inc. to Myron A. and Judy E. Usko by deed dated December 14, 1983 and recorded in Vol. 754, Page 203 of the Sullivan County Registry of Deeds, which is described as follows:

The perpetual right and easement to tap onto and draw water from a six-inch water line which runs from Clay Hill Road across property now or formerly of Lena Usko Read, more particularly described in Vol. 473, page 352, and onto property of Paddy Hollow, Inc. more particularly described in deed of John A. and Violet J. Usko to Paddy Hollow Mobile Home Park, Inc., dated December 2, 1971, recorded in Vol. 498, Page 368. The said grantees, their heirs, administrators, executors, successors and assigns, shall have the right to construct, maintain, repair and replace, doing no unnecessary damage, to a water line along the southerly boundary of the said Paddy Hollow, Inc. property to provide water to property which Myron A. and Judy E. Usko acquired from Violet J. Usko Rokicki by deed dated May 25, 1975 recorded in Vol. 557, Page 108.

This conveyance is made subject to an easement given by Paddy Hollow, Inc. to Charles J. Michalenoick III and Laura L. Michalenoick by deed dated December 14, 1983 and recorded in Vol. 754, Page 205 of the Sullivan County Registry of Deeds, described as follows:

“The perpetual right of the grantees, their heirs, executors, administrators, successors and assigns, in connection with the grantor, its successors and assigns, to use, maintain, and repair an existing water line running from property of the grantor located on the westerly side of Paddy Hollow Road and more particularly described in a deed from John A. Usko and Violet J. Usko to Charles J. Michalenoick III and Laura L. Michalenoick recorded in Vol. 746, Page 135 of the said Registry.

By the acceptance of the within conveyance, the grantees, agree for themselves, their heirs, administrators, executors, successors and assigns, that they will pay semi-annually to the grantor, its successors and assigns, for any water taken from said line as metered by the City of Claremont or, in the absence of metering, at the then prevailing minimum city rate.”

Being all the same premises conveyed to Paddy Hollow Realty Trust by Paddy Hollow, Inc. by deed dated December 14, 1983 and recorded in Vol. 754, Page 207, of the Sullivan County Registry of Deeds. See also deed of Paddy Hollow, Inc. to Pleasant Valley Estates Cooperative, Inc., of approximate even date to be recorded in the said Registry.

This mortgage is subject to a first mortgage given by Pleasant Valley Estates Cooperative, Inc. to Connecticut River Bank, N.A., dated November 4, 2005 and recorded in Vol. 1551, Page 25.

ATTACHMENT II

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

City of Claremont ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with Pleasant Valley Estates Cooperative, Inc. ("Subrecipient") to be executed in conformance with the requirements of Exhibit A 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 this State. 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 Subrecipient 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, statues, 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.

This project shall consist of the awarding of \$300,000 in Community Development Block Grant (CDBG) funds to the Grantee to the replace of the community's drinking water distribution system.

2.2 Benefit to Low- and Moderate- Income Persons.

The general purpose of the project is to principally benefit Low- and Moderate-Income Persons as that term is defined in the Grant Agreement: "those Persons whose income falls at or below the "low income" level as referenced in Appendix 2 of Chapter 300 Cdfa CDBG Rules, and as determined by the U. S. Department of Housing and Urban Development (HUD) for the State of New Hampshire. Appendix 2 contains HUD's "low- and moderate-income levels" for its various programs and is updated on an annual basis. The most current HUD Income Limits may be found at CDFA's website at www.nhcdfa.org

2.3 Grant of Funds/Matching Funds.

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.

2.3.1 Subrecipient shall be subgranted a total of \$280,000 of the CDBG funds, in order

to carry out the Project Activity.

2.3.2 The Grantee shall retain \$20,000 of the grant for administrative costs associated with management of the Grant.

2.3.3 The required match for the CDBG funds will a loan from the New Hampshire Community Loan Fund in an amount of not less than \$158,492 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 B.

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.

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

4.1. Subrecipient shall covenant and warrant that seventy seven percent (77%) of the Persons residing in the Project Property at the completion of the Project shall be Low- and Moderate-Income Persons as that term is defined in Administrative Rule Cdfa 302.33.

4.2. At time of Grantee's submission of the Closeout Report to CDFA as provided in Exhibit A of the Grant Agreement, Subrecipient shall certify the number and percentage of Persons residing at the Project Property that are Low- and Moderate-Income Persons and 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 \$250,000 per claim and \$2,000,000 per incident.
- 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 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 evidences 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 Single Audit Act of 1984. 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 or until the satisfactory completion of an audit, 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. 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 officer 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:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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 in behalf of Subrecipient, shall prove to be false or misleading in any material respect;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) 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;

- (k) 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;
- (l) 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
- (m) 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.

- (a) 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 part of its rights, title and interest, or delegate all or any of its obligations under the Subrecipient Agreement to CDFA;
- (b) Terminate this Agreement, effective immediately upon giving notice of termination;
- (c) 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;
- (d) 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;
- (e) Treat the Agreement as breached and pursue any of its remedies at law or in equity or both;
- (f) Foreclose under any available security instrument created under this agreement; and
- (g) 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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 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.
- (f) 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.
- (g) 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.
- (h) 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.

- (i) No Event of Default has occurred and is continuing under this Agreement or the loan documents 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 Circular A-122. Subrecipient acknowledges that it shall meet the requirements of OMB Circular A-122, 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.
- 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 Subrecipient'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 must be approved by CDFA.



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Claremont 58 Opera House Square Claremont, NH 03743	Member Number: 141	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2014	1/1/2015	Each Occurrence	\$ 1,000,000
	1/1/2015	1/1/2016	General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	\$
			Aggregate	\$
<input type="checkbox"/> Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	\$
			Disease - Each Employee	\$
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: 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:	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			Date: 12/10/2014 tdenver@nhprimex.org Please direct inquiries to: Primex ³ Risk Management Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: City of Claremont 58 Opera House Square Claremont, NH 03743	Member Number: 141	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			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	1/1/2014 1/1/2015	1/1/2015 1/1/2016	<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.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 12/10/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE

I, Dorée M. Russell, ~~City Clerk~~ ^{Assistant City Clerk} of Claremont, New Hampshire do hereby certify that: (1) at the public hearing held on July 9, 2014, the City Council 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 City Manager to execute any documents which may be necessary to effectuate this contract or 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 person has been appointed to and now occupies the office indicated under item (2) above:

Guy A. Santagate, City Manager
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the ^{Assistant} City Clerk of Claremont, New Hampshire
this 30th day of December, 2014.

Dorée M. Russell
Name: _____, City Clerk
Dorée M. Russell, Assistant, City Clerk

CERTIFICATION OF GRANTEE'S ATTORNEY

I, JANE F. TAYLOR acting as Attorney for the City of Claremont, 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 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 CLAREMONT, N.H. this 19th day of DECEMBER 2014.

Jane F. Taylor
Signature of Grantee's Attorney