



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 Town of Belmont, 143 Main Street, Belmont, New Hampshire, in the amount of \$327,373 to support the water and sewer infrastructure that supports the Solar Village Association, 22 Sunshine Drive in Belmont, New Hampshire, effective upon Governor and Council approval for the period effective June 15, 2016 through June 30, 2018. **100% federal funds.**

Explanation

The Town of Belmont is requesting CDBG funds on behalf of the Solar Village Association, to support its water and sewer improvements project at its Belmont, New Hampshire location. The project will benefit 48 households, of which 41 are currently of low- and moderate income.

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

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Attachments

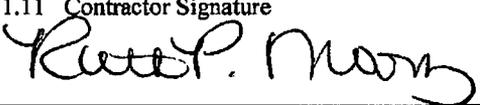
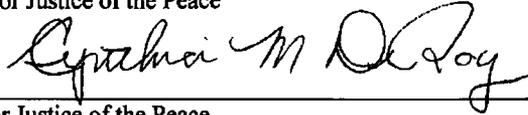
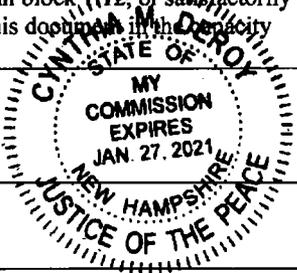
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Community Development Finance Authority		1.2 State Agency Address 14 Dixon Avenue, Suite 102 Concord, NH 03301	
1.3 Contractor Name Town of Belmont		1.4 Contractor Address P O Box 310 143 Main Street Belmont, NH 03220	
1.5 Contractor Phone Number 603-267-8300	1.6 Account Number N/A	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$327,373
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 Ruth Mooney, Chairman, Board of Selectman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>May 02, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.11, who 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 <div style="display: flex; justify-content: space-between; align-items: center;"> [Seal]   </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Justice of the Peace</u>			
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: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/23/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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"), 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The 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 State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 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

Contractor Initials RPm
Date 5/2/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 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 State may owe to the Contractor any damages the 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 and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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 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 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless 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 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 State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

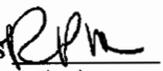
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials


Date 5/2/16

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 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 State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials RPM
Date 5/2/16

EXHIBIT A
GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE

1.1. The project shall consist of the awarding of \$327,373 in Community Development Block Grant (“CDBG”) funds to the Town of Belmont (the “Grantee”), \$307,373 of which is to be subgranted to Solar Village Association (the “Subrecipient”) to support water and sewer infrastructure improvements within the housing association situated in Belmont, New Hampshire (the “Project”). The Scope of Work shall be more completely defined in the specifications and plans (the “Plans”) to be developed in accordance with this Agreement. The property for which CDBG Grant funds will be used (the “Project Property”) is more particularly described in the deed for said property, to be attached to this Grant Agreement as Attachment I.

1.2. Consistent with the National Objectives of the Community Development Block Grant Program under Title I of the Housing and Community Development Act of 1974, as amended, the Parties agree that the purpose of this project is that at least eighty percent (80%) of the homes served shall be of low- and moderate-income as that term is defined in Cdfa 302.33 of the State’s Administrative Rules.

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

2.2. Grantee shall be permitted to use up to \$20,000 of CDBG funds as reimbursement for Administrative Project Costs, as that term is defined by applicable state and federal guidelines and as is provided for in Exhibit 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 the Subrecipient Agreement to be entered into as is provided in this contract.

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

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

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

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

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

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

3. **STATE AND FEDERAL COMPLIANCE**

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

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

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

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

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

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

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

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

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

3.1.9. The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

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

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

- 3.1.12. The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).
- 3.1.13. The NH State Energy Code (RSA 155-D).
- 3.1.14. The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.
- 3.1.15. Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.
- 3.1.16. Affirmative Action Requirements. In furtherance of its covenant Grantee shall:
- (a) take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, age, sex, or national origin; such action shall be taken in conjunction with any of the Grantee's acts in the capacity of an employer including, but not limited to: employment of individuals, upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; changes in rates of pay or other forms of compensation; selection for training, including apprenticeship, and participation in recreational and educational activities;
 - (b) post in conspicuous places available to employees and applicants, employment notices, to be provided by CDFA, setting forth the provisions of this non-discrimination clause; the Grantee will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, age, sex or national origin;
 - (c) keep all such information, records and reports as may be required by the rules, regulations or orders of the Secretary of Labor and furnish or submit the same at such times as may be required; the Grantee shall also permit CDFA, or the Secretary of Labor or any of their designated representatives to have access to any of the Grantee's books, records and accounts for the purpose of investigation to ascertain compliance with the aforesaid rules, regulations and orders and covenants and conditions herein contained;
 - (d) during the term of this Agreement, shall not discriminate among participants under this Agreement on the basis of race, color, religion, sex, handicap or national origin. For the purpose of this Agreement, distinctions on the grounds of the following: denying a participant any service or benefit or 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). If applicable to this grant, Grantee and Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

4. SUBRECIPIENT AGREEMENT

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

4.2. The Subrecipient Agreement shall provide for the subgranting of \$307,373 in CDBG funds to the Subrecipient consistent with the terms and conditions of this Agreement.

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

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

4.5. Grantee shall cause all applicable provisions of this Exhibit 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 there is no match requirement for this grant award.

5.2. Not applicable. 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 acceptable to CDFA in the amount of \$307,373. 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 over the twenty (20) year period at a rate negotiated between Grantee and Subrecipient and approved by CDFA.

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

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

7.1. Grantee and CDFA agree that a minimum of seventy eight percent (80%) of the households benefiting from this Project are those as defined herein.

7.2. Grantee shall require the Subrecipient to certify and warrant that, from the Project Completion Date to the end of the twenty (20) year benefit period, the beneficiaries of the project shall primarily be low- and moderate-income persons, 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, 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 or Subrecipient shall require all contractors and subcontractors to comply with all applicable requirements of federal, state, and local laws and regulations.

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

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

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

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

8.7. Subcontracts, Bonds Required: When Grantee or any Subrecipient awards a contract or subcontract exceeding the Simplified Acquisition Threshold (Currently \$150,000) for the construction, alteration or repair of any public building or other public improvement or public work, including highways, the Grantee shall, or where applicable Subrecipient shall, as a minimum, require each contractor and subcontractor to carry payment and performance bonds for 100% of the value of the contract.

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

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

9. PUBLIC FACILITY AND HOUSING REHABILITATION STANDARDS

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

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

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

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

10. GRANTEE FINANCIAL MANAGEMENT SYSTEM

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

10.2. Cash Advances: Cash advances to Grantee shall be approved only to the extent necessary to satisfy the

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

10.3. **Fiscal Control:** Grantee must establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required non-federal expenditures. This responsibility applies to funds disbursed by Subrecipients and contractors as well as to funds disbursed in direct operations of Grantee. Grantee shall be required to maintain a financial management system which complies with 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

11.1. Grantee and any Subrecipient procurement procedures shall be in accordance with state and local procurement practices and regulations, provided that procurements made with Grant Funds adhere, at a minimum, to the standards set forth in 2 CFR Part 200.318-326. Grantee shall not use debarred, suspended or ineligible contractors or Subrecipient's 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 in January and July via CDFA's Grants Management System (GMS).

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

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

12.4. The Audited Financial Reports shall be prepared in accordance with the regulations (24 CFR Part 44) which implement OMB 2 CFR Part 200. The audited financial report shall be submitted within thirty (30) days of the completion of said report to CDFA.

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

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

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

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

13. RECORDS AND ACCOUNTS: ACCESS

13.1. During the performance of the Project Activities and for a period of three (3) years after the Completion Date 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. Where the Grant Agreement or Subrecipient Agreement is terminated or the Project is otherwise terminated due to a default, inability to perform, or reason other than project completion and Grant Funds are required to be returned by Grantee, the disposition of Grant Funds to be returned shall be determined solely by CDFA.

15. **ADDITIONAL GRANT REQUIREMENTS**

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

15.2. Grantee shall prepare and adopt a financial management plan, that complies with 24 C.F.R. 85.20 and is approved by CDFA, which describes Grantee's system for receiving and expending the grant funds including the internal controls, which shall ensure compliance as outlined within this Grant Agreement. The plan shall be formally adopted prior to requesting Grant funds.

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

15.4. **Special Assessment.** Grantee certifies that it shall not levy special assessments or charge access fees against properties owned and occupied by low- and moderate-income persons to recover capital costs of public

improvements which were assisted in whole or in part with CDBG funds. Grantee may request in writing and the Director of CDFA may give written permission in certain situations under 24 CFR 570.482 (b) to recover that portion of capital costs financed with non-CDBG funds from non-low- and moderate-income households.

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

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

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

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

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

15.10. **Lobbying.** Grantee certifies that:

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

15.10.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

15.11. **Certification of Nonsegregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor.** Prior to the award of any construction contract

or subcontract exceeding \$10,000, Grantee shall require the prospective prime contractor and each prime contractor shall require each subcontractor to submit the following certification:

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

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

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

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

16. PUBLICITY AND SIGNAGE

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

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

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

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 2 CFR Part 200 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 2 CFR Part 200.

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

1.3 Payment of 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. LIMITATIONS ON USE OF FUNDS

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

4.2 Grant funds are to be used only in accordance with procedures, requirements and principles specified in 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 162-L:14 II(b) when submitting a request for an amendment involving twenty-five (25) percent or more of the full value of the grant.

4.6 Up to \$307,373 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 retained by Grantee or, in projects involving the administration of a revolving loan fund by the Subrecipient.

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

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

Barbara R. Luther

Return to:
John A Rogers
36 Eastman Rd
Meredith NH 03253-4401

Quitclaim Deed

I, Sharon Sanborn, President of the **Ladd Hill Road Water and Sewer Association (hereinafter the "Grantor")**, of **22 Sunshine Drive Belmont NH 03220**, revived by Certificate of Revival New Hampshire Nonprofit Corporation duly recorded with the New Hampshire Secretary of State on 9/20/2010, and duly authorized pursuant to a Special Meeting of the members of said association held in accordance with the Bylaws of said corporation, to execute this conveyance, hereby grant, for nominal consideration, with Quitclaim Covenants, to **Solar Village Association of 22 Sunshine Drive Belmont NH 03220, (hereinafter the "Grantee")**, all of the association's right, title and interest in the following:

Town of Belmont Tax Map 206 Lots 68, 62, 50, 23, 21 and 15, further described as Green Area on a plan entitled "Solar Village, Ladd Hill Road, Belmont, New Hampshire", dated January 29 1982 surveyed by Peter D. Holden, approved by the Town of Belmont Planning Board on Feb 2, 1981 and recorded in the Belknap County Registry of Deeds in Plan Book 93 at Pages 85-86, and

Any other real estate located in Belmont, Belknap County, New Hampshire, including but not limited to the water and sewer systems and easements related thereto over individual lots in Solar Village as described in a certain Declaration of Easements, Restrictions and Protective Covenants, dated 7 January 1984 and recorded in the Belknap County Registry of Deeds in Book 862 at Pages 987-997.

The purpose of this deed is to transfer all real estate that was conveyed to the Grantor in 1984 pursuant to Paragraph 18 of the Declaration of Easements, Restrictions and Protective Covenants, dated 7 January 1984 and recorded in the Belknap County Registry of Deeds in Book 862 at Pages 993. In 1986 the Grantor was administratively dissolved by the NH Secretary of State and the Grantor never took over management of the water and sewer systems as described in the Declaration. The Articles of Association of the Grantor provide in Article V thereof for transfer of all the assets of the corporation upon dissolution or liquidation of same to another corporation or unincorporated association with a purpose comparable thereto and which represent all or most of the lots described in the Declaration. The Grantee is such an entity and has been managing the water system of Solar Village since 1984.

This deed is exempt from the NH Real Property Transfer Tax as a non-contractual transfer. This deed is subject to the LCHIP fee of \$25.00.

Executed this 22 day of September, 2010.

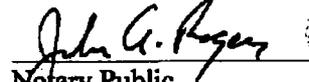
The Ladd Hill Road Water and Sewer Association



By Sharon Sanborn, its President
Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 22 day of September, 2010
Sharon Sanborn, duly authorized President of Ladd Hill Road Water and Sewer Association


Notary Public
My Commission expires:



QUITCLAIM DEED

SUSAN CONDODEMETRACY, of Belmont, Belknap County, State of New Hampshire, for consideration paid, grants to SOLAR VILLAGE ASSOCIATION, a New Hampshire voluntary corporation, the principal place of business and post office address of which is Ladd Hill Road, Belmont, Belknap County, State of New Hampshire, with quitclaim covenants, the following described premises:

All of those certain tracts and parcels of land situated in Belmont, Belknap County, State of New Hampshire, defined as follows: (a) those areas described and defined as "Green Area" on the Plan entitled "Solar Village Ladd Hill Road, Belmont, New Hampshire", Sheet 2 of 6, dated January 4, 1982, recorded in Belknap County Registry of Deeds in Book 93, Pages 85 and 86; and (b) all of the areas defined as, and comprising, the roadways as shown on said plan, including "Sunshine Drive" and "Silkwood Avenue"; provided, however, that the portion of the cul-de-sac on Silkwood Avenue which is shown as encroaching on Lots numbered 41 and 42 shall not be included in this conveyance, it being understood that if and to the extent a cul-de-sac is built as shown on said plan, its location within the boundaries of Lots 41 and 42 shall exist on the basis of an easement only, said easement to terminate and be discharged automatically, without further documentation, at such time as the construction of Silkwood Avenue or Sunshine Drive, or both, is physically extended so that the existence of the cul-de-sac will no longer be necessary under the applicable rules and regulations of the Town of Belmont.

Reference is made to said plan for a more particular description of the property conveyed hereby.

This conveyance shall not include (a) any of the lots designated on said plan by lot number, or (b) any portion of the property designated as "25.334 Acres" on the plan, Sheet 1 of 6, recorded in said Registry in Book 93, Pages 83 and 84.

Being a portion of the premises conveyed to the Grantor by deed of Alice Laliberte, dated May 5, 1981, recorded in Belknap County Registry of Deeds in Book 804, Page 491.

Subject to the Solar Village Declaration of Easements, Restrictions and Protective Covenants, dated August 16, 1983, recorded in Belknap County Registry of Deeds in Book 851, Page 636, as amended and superceded by Declaration of Easements, Restrictions and Protective Covenants, dated January 7, 1984, recorded in said Registry in Book 862, Page 987, and as may be amended from time to time in the future.

Subject to any other easements of record.

Executed this 7th day of January, 1984.

Susan CondoDemetracy
Susan CondoDemetracy

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this day of January, 1984, by Susan CondoDemetracy.

RECEIVED

1984 JAN 20 11:56
Quentin D. Wheeler
REGISTRY OF DEEDS
BELKNAP COUNTY
Lora M. Dunlop
Deputy

[Signature]
Justice of the Peace
Notary Public
863 PGE 169
JAN 20 1984

SOLAR VILLAGE

Declaration of Easements, Restrictions and Protective Covenants

This Declaration is made by Susan Condodemetraký, of Gilmanton Road, Belmont, Belknap County, State of New Hampshire (herein called the "Grantor").

RECITALS: This Declaration amends and supercedes in its entirety the Solar Village Declaration of Easements, Restrictions and Protective Covenants, dated August 16, 1983, recorded in Belknap County Registry of Deeds in Book 851, Page 636.

The properties to which this Declaration applies (herein collectively called "Solar Village") consist of Lots numbered consecutively from 1 through 49, together with all "green area" and roadways shown on a Plan entitled "Solar Village, Ladd Hill Road, Belmont, New Hampshire", dated January 29, 1982, recorded in Belknap County Registry of Deeds in Book 93, Page 85 and 86. However, this Declaration does not apply, and the term "Solar Village" does not include, the area shown on said Plan as "25.334 acres" (herein called the "Undeveloped Land". If and when any land in Solar Village (such as the roads) is transferred to the Town of Belmont, this Declaration shall no longer be applicable to the land so conveyed.

The term "lot" means a lot within Solar Village and "owner" means the owner or owners of each lot and his, her or their successors in interest. "Grantor" means the Grantor and any successors in interest of Grantor as developers of the property.

It is the intention of the Grantor to create a common building plan, enforceable by each owner or the "Solar Village Association" defined below, against each owner. These covenants will run with the land and shall be binding upon and shall inure to the benefit of each lot and owner. Acceptance of a deed or other conveyance by any person of any lot in Solar Village shall constitute acceptance of this Declaration and all of the terms and conditions hereof, with any amendments, regardless of the fact that said deed, lease or conveyance is not expressly made subject hereto.

Grantor has formed a New Hampshire voluntary corporation by the name of "Solar Village Association". All owners of all lots within Solar Village shall automatically be members of said corporation as provided below.

It is the intent of the Grantor that Solar Village qualify as a "staged development" for purposes of the rules and regulations of the U.S. Department of Housing and Urban Development, Federal Housing Administration and Veterans' Administration, so that FHA and VA financing will be available for purchasers of lots within the development. Each group of lots within each "phase" as separately designated by Grantor to the U.S. Department of Housing and Urban Development and the road providing immediate access to the frontage of said group of lots and the water distribution and sewage disposal systems providing those services to the lot line of said lots shall be considered a separate and distinct development. Each such development shall be completed at such time as the road is completed so that said lots have access to a town road abutting the development and the water distribution system and sewage disposal system are completed to the extent that they are operational to said lot so that said lot may be used and occupied for residential purposes, with operational water and sewer facilities, meeting the operational requirements of all state and local regulatory agencies having jurisdiction.

BK 862 PGE 987

Each additional phase, with said roads and facilities, may be added to the development on a phase by phase basis, with each phase being a separate stage. Said additional lots and phases

within Solar Village may be annexed by the Grantor without the consent of the members of the Solar Village Association at any time within 20 years of the date of this instrument, provided that the FHA and VA determine that said annexation is in accordance with the general plan heretofore approved by them.

Lot 24 is hereby designated as a common area (i.e. "Green Area").

The Grantor hereby declares that Solar Village shall be subject to the following easements, restrictions and protective covenants:

1. Solar Village Association. Each owner of a lot in fee simple shall be a member of Solar Village Association, a New Hampshire voluntary corporation (the "Association"), said membership to commence only upon the date on which said lot has a road completed to its frontage and water and sewer facilities are completed to its lot line so that said lot can be occupied and used. Owners of lots not reaching the status of the preceding sentence shall not be members of the Association. Said membership may not be conveyed by any owner separately from his or her interest in his or her lot, and said membership may be transferred or encumbered only with and to the same extent as a transfer of an interest in the lot. In the event any fee simple interest in a lot is conveyed without mention of said membership, said membership shall be deemed to be automatically transferred with the interest.

Grantor has conveyed to the Association all roads, green areas and common facilities, except the pipes, tanks, leach fields, pumps and appurtenant equipment comprising the water distribution system and sewage disposal system, all of which have been conveyed to the Ladd Hill Road Water and Sewer Association, all as provided in Section 20 below.

The Association may adopt reasonable rules and regulations for the use of the common areas as may be necessary or appropriate for their orderly use, maintenance and enjoyment and for the avoidance of nuisances, and all owners will comply with said rules and regulations.

Each lot which is a member will have one vote in all affairs of the Association.

Grantor will exercise all powers of the Association and the Board of Directors of the Association and shall act as and through the Board of Directors thereof until such time as Grantor turns said powers over to an elected Board of Directors. Said transfer of authority shall occur not later than the first to occur of (i) the time Grantor has sold and transferred 36 lots to individual buyers, or (ii) the expiration of three years from the date of incorporation of the Association.

Any action which may alter the easements described in Section 18 (d) or amend this document or the Articles of Association of the Association shall be subject to the prior approval of the U.S. Department of Housing and Urban Development if and to the extent required by the rules and regulations of said department.

2. Common Expenses. Each lot shall be liable for its proportionate share of common expenses of maintaining and operating the common areas and facilities.

(a) The term "common expenses" shall mean all charges, costs and expenses incurred in connection with the maintenance, repair, replacement, operation and insuring of all common areas and facilities including all roads, green areas, central or common facilities

for any utilities (other than the central sewage disposal system and central water distribution system) and other common areas and facilities. Common expenses will also include all taxes on common areas and maintenance or replacement reserves as shall be determined from time to time by the Board of Directors of the Association. Common expenses shall also include the cost of capital improvements within the common areas initiated by the Association (but not including Grantor's initial development costs).

"Common expenses" will not include those charges which are separately allocable to a particular lot, such as real property taxes assessed to a lot, separately metered utility charges, special charges caused or necessitated by any specific act or omission on the part of one particular owner or group of owners, or similar charges not properly or fairly allocable to all lots.

(b) A lot's "proportionate share" means a fraction, the numerator of which is 1 and the denominator of which is equal to the total number of lots to which the roads and all water and sewer are completed and operable so that said lots can be occupied. Both annual and special assessments will be fixed at a uniform rate for all lots and may be collected on a monthly basis.

All lot owners will have the right at reasonable times to inspect or audit the Association's records concerning these common expenses for the purpose of verifying said billings and common expenses.

(c) Each assessment of common expenses shall be a separate, distinct and personal debt of the respective lot owners (or, in the case of multiple owners of a lot, each owner jointly and severally). If an owner fails to pay the assessment when due, all delinquent assessments will bear interest at the rate of 1-1/2% per month from the due date. In the event of a default by a lot, and in addition to any other remedies provided by law, the Association may enforce such obligation by bringing a suit or suits at law to enforce such assessment obligation and may obtain against such lot an ex-parte attachment in any appropriate court to secure said obligation. The Association shall be entitled to recover from the defendant, as part of any judgment, an additional compensation in the amount of the Association's attorney's fees and costs in prosecuting the action. Each owner, by accepting a deed to a lot, hereby expressly consents to these provisions and the rights of said Association, and expressly consents to the imposition of an ex-parte attachment (without notice or service of process) against the lot at any time to enforce said obligations. The lien of any such ex-parte attachment shall be junior and subordinate to the lien of any mortgagee holding a lien at the time of said attachment.

(d) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment of common expenses shall be \$600.00 per lot.

(1) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum annual assessment for the previous year without a vote of the membership.

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(ii) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two thirds of the lots who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(e) **Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds of the votes of all lots who are voting in person or by proxy at a meeting duly called for this purpose.

(f) **Notice and Quorum for any Action Authorized Under Section (d) and (e).** Written notice of any meeting called for the purpose of taking any action authorized under Section (d) or (e) shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all of the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

(g) No annual or special assessments will be used for the construction of any capital improvements during the period in which the Grantor is continuing to develop Solar Village.

(h) The annual assessments provided for herein shall commence as to each lot on the first day of the month following its conveyance to a purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of the issuance.

3. **Maintenance of Structures and Appurtenances.** All structures located on each lot shall be kept in good order and repair. All grass should be kept neatly trimmed and hedges and other vegetation pruned.

4. Residential Use. No lot or any structure thereon shall be used for anything other than for single family residential purposes, except that in-home commercial activity is permitted, provided that (i) said use is incidental to the primary residential use, (ii) such use does not entail the visiting of the premises on a regular basis by customers or clients, and (iii) no sign or other evidence of said commercial use is visible from the road or any other land abutting the premises. Notwithstanding the foregoing, the Grantor may use any lot or lots for a sales office or model and "for sale" signs may be placed on individual lots.

5. Parking. No more than three parking spaces shall be permitted on each lot. No unregistered vehicles or inoperable vehicles may be parked or stored on any lot. Any commercial vehicle, camper or boat may be stored on any lot provided that said storage is screened from view.

6. Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property in Solar Village, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs will be leashed at all times when out of doors.

7. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any occupant of Solar Village.

8. Temporary Structures. No trailer, tent, shack, garage, barn or other out building or temporary structure of any kind shall be used on any lot at any time as a temporary or permanent residence.

9. Garbage and Refuse Disposal. No lot or any portion thereof shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions, not visible from any street or other public area.

10. Completion of Construction. All exterior construction work on any structure shall be completed no later than one year from the date construction commences; however, there is no requirement as to when construction must commence.

11. Foundation; Appearance. All homes in Solar Village will be constructed on either a pad or full foundation, with concrete or block foundation walls surrounding the structure to the base of the structure itself. No "skirting" of the kind common to mobile homes will be permitted. All roofs will be shingled or have a shingled appearance, and all siding will be wood or have a wooden appearance, either painted or natural.

12. Additional Structures. One separate building, in addition to the residence, is permitted on a lot for the purpose of garage or storage use, provided, that said structure is attractively designed, consistent with the architectural appearance of the principal dwelling or other buildings in the area, and subject to the approval of the Design Review Authority (defined below), which approval shall not be withheld unreasonably.

13. Additions, Alterations and Replacements. All substantial additions, alterations to or replacements of, existing dwellings which would result in a material alteration in an existing dwelling's external appearance shall require the approval of the Design Review Authority, which approval shall not be withheld unreasonably.

All alterations, additions and structures shall be subject to all permissions and approvals of governmental authorities having jurisdiction.

14. Design Review Authority. The Board of Directors of the Solar Village Association shall be and act as the Design Review Authority.

In deciding whether or not to grant approval, the Design Review Authority may request reasonable plans and data from the applicant to aid its determination. If no suit or other proceeding shall have been commenced in a state court of competent jurisdiction within six months after the completion of any such structure, alteration or addition, the same shall be deemed to have complied with this restriction. In the event that Design Review Authority shall not have approved or disapproved in writing any request for approval within 60 days of its proper submittal, said matter shall be deemed approved by the Design Review Authority.

15. Right to Abate Violations. If any person or entity shall violate or attempt to violate any of the terms of this Declaration, the Association may commence legal action against said person or entity or against the owners of any property upon which said violation or attempts thereat are occurring, either to prevent or abate such violation, or to recover damages caused by such violation, or both. In the event of a successful prosecution, the Association shall be entitled to its costs, including reasonable attorney's fees.

In addition to the Association's enforcement rights stated above, any owner of a lot may attempt to enforce these provisions by giving 10 days' prior written notice to the person violating these provisions and, then, by commencing and prosecuting any proceedings at law or in equity, either to put an end to the violation or to recover damages or other compensation for such violation, including reasonable collection costs and attorney's fees if the court deems appropriate under the circumstances.

The failure by the Association or any owner to enforce any of these covenants shall in no event be deemed a waiver of the right to do so thereafter as to any other breach.

16. Duration of Covenants. Except as otherwise herein expressly provided, all of the foregoing restrictions and protective covenants shall be binding for a period of 50 years from the date this instrument is recorded in the Belknap County Registry of Deeds, and shall automatically continue for successive periods of 10 years each, unless terminated by vote of not less than 32 lots at a duly constituted meeting of the Association, and upon the filing in the Belknap County Registry of Deeds of an instrument, signed by a duly elected officer of said Association, describing said action and stating that said action was approved by the requisite vote.

17. Amendment, Termination and Extension of Covenants. The above restrictions and protective covenants may be amended, terminated or extended by the affirmative vote of the owners of not less than 75% of the lots at a duly constituted meeting of the Association, and upon the filing in the Belknap County Registry of Deeds of an instrument, signed by a duly elected officer of said Association, describing said action and stating that said action was approved by the requisite vote. This paragraph shall not, however, apply to paragraphs 18 and 19 below; said paragraphs 18 and 19 creating vested easement rights which can be amended only with the express written agreement of the easement holder, duly recorded. Any amendment shall be subject to the approval of U.S. Department of Housing and Urban Development, if and to the extent required by its rules and regulations in connection with FHA and VA financing.

18. Easements.

(a) The Grantor hereby reserves an easement over all lots and common areas for the purpose of laying, maintaining, operating, repairing and replacing sewer lines, water lines, and other utility lines, and poles and lines with anchors for the purpose of transmitting electricity or telephone, and other utility services, as may be necessary or appropriate for the development of Solar Village. The actual location of the easement area in the case of each lot and common area shall be determined upon the completion of the installation of the particular pipe, line or facility as the actual physical location of the pipe, line or facility. If it becomes necessary to lay any pipe, line or other facility over or on any lot after a home has been placed on it or the lot has been sold to a third party, the easement shall be located so as not to interfere with any existing or planned home on the lot. However, the Grantor shall, to the extent reasonably possible, locate all water and sewer lines and pipes within the road areas, in order to comply with the requirements of the U.S. Department of Housing and Urban Development.

Easement rights hereunder are exercised with respect to each lot and common area by the physical act of installing the pipe, line or other facility therein. To the extent the easement rights described in this paragraph shall not have been so exercised by the expiration of 20 years from the date of this instrument, this easement shall terminate and expire.

This easement shall inure to the benefit of the Grantor and the Grantor's successors in interest, who shall include any successor developer of Solar Village, any lot or lots served by a particular installation and any person or entity to whom the Grantor or any such successor shall delegate or grant easement rights, such as a third party provider of water, utility, telephone or sewage disposal system, the Association, or the Town of Belmont. Without limiting the generality of the foregoing, it is the intent of the Grantor that all facilities comprising the water and sewer distribution systems be owned and operated by the Ladd Hill Road Water and Sewer Association, and to that end the Grantor hereby conveys to said Association all pipes, tanks, leach fields, wells, pumps and appurtenant equipment (collectively called "items") now existing or hereafter installed, comprising or to comprise the water and sewer system within Solar Village (including later development areas as provided herein). Said conveyance of title of each item to said Association shall be deemed to become effective upon the completion of its installation, without any further documentation or other instrument of conveyance. Upon installation and passage of title to each item, said Association will automatically acquire the benefit of the easement established in Section 18(a) for the purpose of maintaining, operating, repairing and replacing said item.

No houses or other buildings will be built over any underground sewer line or water line or other utility. With respect to overhead power and telephone lines, the easement holder shall have the right to set poles and anchors and trim trees and other vegetation as may be necessary to maintain the proper operation of the lines.

(b) Certain easement areas are shown on the Plan for the construction and maintenance of drainage swales, culverts and other structures and facilities for the purpose of managing drainage. Grantor hereby reserves all said easements as designated on the Plan and also reserves the right to designate such additional drainage easements and easements for culverts and other drainage facilities as may necessary or appropriate in connection with the proper development of Solar Village, over any lots or common areas. To the extent that these easement rights shall not have been exercised by the completion of the development of Solar Village and the sale of all lots therein, these easement rights shall terminate. The easements designated by virtue of this subparagraph or on the Plan shall inure to the benefit of the owner or owners of all lots or other lands receiving the drainage benefits.

(c) Grantor reserves an easement over each lot and the common areas to enter said lot and common areas from time to time to the extent reasonably necessary in connection with the building of roads, installation of water, sewer and other utilities, as part of the initial development project.

(d) Each lot shall have an easement to use the roads within Solar Village and to use the sewer and water facilities for the purposes for which they were designed and intended and to use and enjoy all common areas within Solar Village for recreational purposes, subject to rules and regulations adopted from time to time by the Association. The Association may dedicate or convey the road or any other common areas to the Town of Belmont provided that said dedication or conveyance is approved by 2/3 of the Lots (excluding those lots owned by Grantor).

19. Future Development.

(a) The Grantor or a successor in interest may, at some time in the future, develop the Undeveloped Land. In connection with any such development, the Grantor hereby reserves for herself and any successor in interest as developer of the Undeveloped Land, the right and easement to install a connecting road across any green area in Solar Village or across any lot within Solar Village owned by the Grantor or said successor, for the purpose of providing ingress and egress to the owners and occupants of the development on the Undeveloped Land over the roads within Solar Village and also the right to tie into and use any common sewer lines, water lines or utility lines within Solar Village for the benefit of the owners and occupants of the Undeveloped Land. As a condition of any such easement, the Grantor, or said successor, shall execute and record in Belknap County Registry of Deeds a unilateral designation of easement which shall describe the easement being designated and also state that the owners and occupants of the Undeveloped Land shall have the obligation to contribute a proportionate share of the periodic maintenance, repair and replacement of the common facilities covered by the easement. Said proportionate share shall be determined in a fair and equitable manner, and shall approximate, as nearly as practicable, the proportionate use and benefit received by said owners and occupants of the Undeveloped Land. Any such easement rights which shall not have been so exercised by the expiration of of 20 years from the date of this instrument shall become null and void.

(b) If Grantor develops a swimming pool, playground, clubhouse or other common recreational facilities (herein collectively called the "recreational facilities") within Solar Village, the Grantor, or any successor of Grantor as developer of the Undeveloped Land, may, incident to developing the Undeveloped Land, grant to the owners and occupants of the Undeveloped Land, the right to use and enjoy the recreational facilities in common with the owners within Solar Village. Said grant shall be accomplished by the Grantor's or said successor's recording a declaration to that effect in Belknap County Registry of Deeds. Said Declaration will provide that (i) each owner within the Undeveloped Land shall bear an equal share with each owner within Solar Village of all common expenses associated with the recreational facilities, and (ii) each owner within the Undeveloped Land will have an equal vote with each owner within Solar Village as to budgeting and assessing common expenses and the adoption of rules and regulations for the orderly and reasonable common use of the recreational facilities. To the extent that such rights are not granted by the expiration of 20 years from the date of this instrument, they shall thereupon expire.

(c) The ability of the Grantor to exercise her rights under Paragraph (a) and (b) above with respect to future development on the Undeveloped Land shall be subject to all of the rules and requirements of the United States Department of Housing and Urban Development, the Federal Housing Administration and the Veterans' Administration for a "staged development", provided that there exist at that time FHA or VA mortgages within Solar Village and the rules of HUD, FHA or VA apply to such development. This means that the Grantor shall have the right to annex said land without the consent of the members of the Association within 20 years from the date of this instrument, provided that the Federal Housing Administration and the Veterans' Administration determine that the annexation is in accord with the general plan heretofore approved by them.

(d) The term "Undeveloped Land" as used in this Section 19 shall include the Undeveloped Land as defined in the recitals at the beginning of this instrument. In addition, the Grantor reserves the right to permit the owners and occupants of any existing sites or lots or any future development of the land directly or approximately across the street from Solar Village (but not more than 100 acres) to tie into and use any common sewer lines, water lines, utility lines, sewage disposal system and water distribution system on the same basis as the future owners and occupants of the Undeveloped Land as defined above, and for this limited purpose, the term "Undeveloped Land" as used in this Section 19 shall include said land across the street from Solar Village.

20. Ladd Hill Road Water and Sewer Association. Under Section 18 above, the Grantor has conveyed to the Ladd Hill Road Water and Sewer Association all pipes, tanks, leach fields, wells, pumps and appurtenant equipment comprising the water distribution system and sewage disposal system within Solar Village. Each owner of a lot within Solar Village (and each owner of a lot in any adjacent subdivision who shall, pursuant to Section 19(d) above, acquire the right to tie into or use the water or sewage disposal facilities located within Solar Village) who shall have tied into the water system or sewage disposal system shall, from the date of said tie in, be a member of the

Ladd's Hill Road Water and Sewer Association, a New Hampshire voluntary corporation (the "Water and Sewer Association"). Said membership may not be conveyed by any owner separately from his or her interest in his or her lot, and said membership may be transferred or encumbered only with and to the same extent as a transfer of an interest in the lot. In the event any fee simple interest in a lot is conveyed without mention of said membership, said membership shall be deemed to be automatically transferred with the interest.

Except as provided in Section 19(d) above, the water and sewer systems shall not serve any other lots or sites outside of Solar Village without the prior consent of the U.S. Department of Housing and Urban Development.

The Water and Sewer Association may adopt reasonable rules and regulations for the use of its owned facilities as may be necessary or appropriate for their orderly use, maintenance and enjoyment and for the avoidance of nuisances, and all owners of lots will comply with said rules and regulations.

Each lot which is a member of the Water and Sewer Association will have one vote in all affairs of that Association.

Grantor will exercise all powers of the Water and Sewer Association and the Board of Directors of that Association and shall act as and through the Board of Directors thereof, until such time as Grantor turns said powers over to an elected Board of Directors. Said transfer of authority shall occur not later than the first to occur of (i) the time Grantor has sold or transferred 36 lots within Solar Village to individual buyers, or (ii) the expiration of three years from the date of incorporation of the Association. Any action which may amend the Articles of Association of the Water and Sewer Association shall be subject to the prior approval of the U.S. Department of Housing and Urban Development if and to the extent required by the rules and regulations of said Department.

Reference is made to Section 2 above, defining the methods and requirements of meeting the common expenses relating to the common facilities within the jurisdiction of the Solar Village Association. All of the terms, covenants and requirements of said Section 2 shall apply equally to the common expenses relating to the operation, maintenance, repair, replacement and insuring of the facilities within the jurisdiction of the Water and Sewer Association, and all provisions of said Section 2 are incorporated into this Section by reference, and the term "Association" shall mean the Water and Sewer Association.

In witness whereof, the Grantor has caused these presents to be signed, acknowledged and delivered this 7th day of January, 1984.

[Signature]
Witness

[Signature]
Susan Condodemetraky

STATE OF NEW HAMPSHIRE

COUNTY OF BEKNAH

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1984, by Susan Condodemetraky

[Signature]
Justice of the Peace
Notary Public
JAN 10 1984

JOINDER OF LOT OWNERS

The undersigned, being the owners of certain lots in Solar Village as indicated below, join in the execution of, and in all respects consent to all of the terms and conditions of the above Declaration of Easements, Restrictions and Protective Covenants.

Lot No. 1:

John Samuel Baker
John Samuel Baker

Paula Ann Baker
Paula Ann Baker

Lot No. 2:

David Leo Clark
David Leo Clark

Michelle Elizabeth Clark
Michelle Elizabeth Clark

Lot No. 3

Robert Johnson Scholefield
Robert Johnson Scholefield

Robin Leigh Scholefield
Robin Leigh Scholefield

Lot No. 10

Roland Eugene Coffin, Jr.
Roland Eugene Coffin, Jr.

Gloria Christine Coffin
Gloria Christine Coffin

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1984, by John Samuel Baker and Ann Baker.

James A. [Signature]
Justice of the Peace
Notary Public

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1984, by David Leo Clark and Elizabeth Clark.

James A. [Signature]
Justice of the Peace
Notary Public

STATE OF NEW HAMPSHIRE

COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1984, by Robert Johnson Scholefield and Robin Leigh Scholefield.

James A. [Signature]
Justice of the Peace
Notary Public

STATE OF NEW HAMPSHIRE

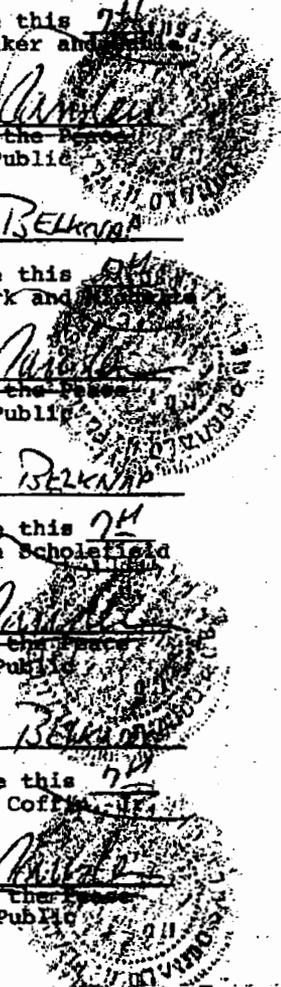
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1984, by Roland Eugene Coffin and Gloria Christine Coffin.

James A. [Signature]
Justice of the Peace
Notary Public

BK 862 PGE 997

RECEIVED
1984 JAN 16 AM 11:03
Everett D. Wheeler
REGISTRY OF DEEDS
BELKNAP COUNTY
Deputy



ATTACHMENT II

SUBRECIPIENT AGREEMENT MINIMUM TERMS AND CONDITIONS

Town of Belmont (“Grantee”) hereby warrants and agrees that the Subrecipient Agreement with Solar Village Association (“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, statutes, rules and regulations pertaining to the grant activities.

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

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

This project shall consist of the awarding of \$307,373 in Community Development Block Grant (CDBG) funds to the Grantee”) to support water and sewer Infrastructure improvements that will benefit 48 manufactured housing units within the housing association (of which 80% are occupied by low- and moderate-income persons, situated in Belmont, New Hampshire (the “Project”).

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.

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

2.3.2 Subrecipient shall be subgranted a total of \$307,373 of the CDBG funds, in order to carry out the Project Activity.

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

2.3.4 There is no match requirement for this grant award.

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.

3.3 Security. Prior to approval by CDFA of any construction contract for the Property, Subrecipient shall provide Grantee a mortgage lien in the amount of \$307,373 (the "Mortgage") on the Property, or other acceptable security to CDFA, as set forth in Exhibit A. Grantee shall submit to CDFA satisfactory evidence of such recording.

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

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

4.1 Subrecipient shall covenant and warrant that eighty percent (80%) of the households served at the Project Property at the completion of the Project shall be occupied by 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 served 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 \$1,000,000 per claim and \$2,000,000 per aggregate.

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

6.3 Insurance Standards. The policies described in this section shall be the standard form employed 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 is 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 serving Low- and Moderate-Income Persons, during the Grant Period, as required pursuant to this agreement. This paragraph shall survive the termination of this agreement for a period not to exceed twenty (20) years.

11. MAINTENANCE OF PROPERTY.

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

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

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

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

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

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

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

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

condition immediately prior to such casualty;

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

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

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

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

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

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

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

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

13. GRANTEE'S RIGHTS AND REMEDIES UPON DEFAULT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.5 The execution and delivery and performance by Subrecipient of its obligations under this Agreement have been duly authorized by all requisite corporate action and will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Subrecipient is a party, or by which it is bound, or be in conflict with, result in a breach of, or constitute a default under, or except as may be provided in this Agreement, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subrecipient pursuant to any such indenture, agreement or instrument. Subrecipient is not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency in connection with or as a condition to the execution, delivery or performance of this Agreement and all other related

documents.

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

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

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

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

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

15. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

15.6 No failure on the part of Grantee or CDFA to exercise, and no delay in exercising, any right, power, or remedy under this Agreement or any other agreement contemplated herein shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any such agreements preclude any other or

further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

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

16. PUBLICITY AND SIGNAGE.

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

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

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



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Belmont 143 Main Street PO Box 310 Belmont, NH 03220		Member Number: 117	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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	7/1/2015 7/1/2016	7/1/2016 7/1/2017	Each Occurrence General Aggregate	\$ 1,000,000 \$ 2,000,000
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <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: With regards to the Belmont: Solar Village Grant, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely 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.				

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee	Primex³ - NH Public Risk Management Exchange
New Hampshire Community Development Finance Authority 14 Dixon Ave., Suite 102 Concord, NH			By: <i>Tammy Denver</i>
			Date: 5/2/2016 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage 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: Town of Belmont 143 Main Street PO Box 310 Belmont, NH 03220	Member Number: 117	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 No
<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	1/1/2016	1/1/2017	<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
New Hampshire Community Development Finance Authority 14 Dixon Ave., Suite 102 Concord, NH			By: <i>Tammy Denver</i>
			Date: 5/2/2016 tdenver@nhprimex.org Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE

I, Cynthia DeRoy, Town Clerk of Belmont, New Hampshire do hereby certify that: (1) at the public hearing held on December 7, 2015, the Board of Selectmen voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the Chairman, Board of Selectman 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:

Ruth Mooney, Chairman, Board of Selectman
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Town Clerk of Belmont, New Hampshire this _____
04 day of May, 2016.

Cynthia M DeRoy
Cynthia DeRoy, Town Clerk

CERTIFICATION OF GRANTEE'S ATTORNEY

I, Steven Whitley acting as Attorney for the Town of Belmont, 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 3:50 pm this 10 day of May 2016.



Signature of Grantee's Attorney

Town of Belmont: Solar Village Association Infrastructure Improvement Project – \$327,373 – (Housing)

HUD National Objective: Low- and Moderate-Income – Housing

The Town of Belmont is requesting \$327,373 in CDBG funds on behalf of the Belmont Solar Village Association for infrastructure improvements within the housing association.

Belmont Solar Village Association is a neighborhood of 48 manufactured homes, 80% of which are occupied by low- and moderate-income households. The Association owns its own drinking water system which is a stand-alone private system. In addition, the Association owns the existing sewer infrastructure which connects to Belmont's wastewater system at a centralized location.

A 2015 Planning Study reported the following issues that need immediate improvements, including: sediment and sludge build up in the waterlines and storage tank; insufficient valves to clean out the lines; and the sewer pump station needs to be bypassed with a gravity pipe into the municipal system. Water for the residents is of poor quality, has a foul odor and bad taste, and water pressure is insufficient. The sewer pump station is undersized and cannot handle the sewerage. It frequently gets backed up and has to be pumped every 2-3 months as there is no holding tank. In addition, the pump has had to be replaced every two years.

The recommended infrastructure improvements include the following:

Drinking Water System

- Storage tank sediment and sludge removal
- Installation of new valves for isolation
- Installation of new flush valves and hydrants for maintenance (cleaning the sediment and sludge out of the lines)
- Separation of water services for separate billing

Sewer System

- Discontinuance of the pump station at Manhole #9
- Construction of a gravity fed pipe to connect Solar Village's system with the municipal system

The total cost of the project is estimated to be \$327,373. Solar Village does not have any matching funds.

Sources and Uses

Sources	CDBG	
Uses		Total Uses \$
Construction	\$277,873	\$277,873
Const. Mgmt/Engineering	\$29,500	\$29,500
CDBG Admin Costs	\$25,000	\$25,000
Pending Total	\$327,373	\$327,373
Grand Total	\$327,373	\$327,373

Administration Breakdown

Grant Administrator	\$14,500
Grant Writing Fee	\$4,000
Legal	\$750
Advertising	\$750
Total	\$20,000