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CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to amend a grant agreement with the City of Keene, 3 Washington Street, Keene, New Hampshire by increasing the grant agreement amount by $185,091 from $500,000 to $685,091 with no change to the contract completion date of December 31, 2021. This amendment, if approved, will cover increased project costs to allow for the completion of the three-facility shelter rehabilitation project in Keene, New Hampshire. Said amendment shall be effective upon Governor and Council approval on July 14, 2021. The original grant was approved by Governor and Council on March 11, 2020, agenda item #29. **100% federal funds.**

Explanation

The City of Keene, on behalf of Southwest Community Services, Inc. (SCS), is requesting an amendment of its CDBG award for its multiple-shelter rehabilitation project situated at three locations, namely 32 Water Street, 20 Elm Street and 139 Roxbury Street in Keene, New Hampshire. The project has encountered increased project costs and availability of suitable contractors to complete the project directly due to the impact of COVID-19. If approved, the supplemental funds in the amount of $185,091 will enable the project to move forward and will result in a timely completion.

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.

Sincerely,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

AMENDMENT #1

This Agreement (hereinafter called the "Amendment") dated this 10th day of June 2021 by and between the State of New Hampshire acting by and through the Community Development Finance Authority (CDFA) (hereinafter referred to as "Grantor") and the City of Keene (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on March 11, 2020, agenda item #29, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

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

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

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

1. Amendment of Agreement

A. To amend Section 1.8 of the General Provisions by increasing the Price Limitation from $500,000 to $685,091.

B. All references to the grant amount of $500,000 throughout the Agreement Exhibits and Attachments shall be amended to $685,091.

C. All references to administration costs of $28,000 throughout the Agreement Exhibits and Attachments shall be amended to $33,000.

D. All references to project costs and security requirements of $472,000 throughout the Agreement Exhibits and Attachments shall be amended to $652,091.

2. Effective Date of Amendment

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

3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

City of Keene

By: _____
Elizabeth A. Dragon, City Manager

GRANTOR:

State of New Hampshire acting through the Community Development Finance Authority

By: _____
Katherine Easterly Martey
Executive Director

NOTARY STATEMENT - FOR GRANTEE CONTRACTOR SIGNATURE ONLY:

On this the 11th day of June, 2021 there appeared before me the undersigned officer personally appeared Elizabeth A. Dragon, who acknowledged herself as City Manager of the City of Keene and that such officer, authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing herself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date)

By: _____
Notary Public
My Commission Expires:

BARBARA DINAPOLI, Notary Public
State of New Hampshire
My Commission Expires October 21, 2025

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: Takhmina Rakhmatova, Assistant Attorney General, on 6/20/2021

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: _____, on _____

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
City of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ 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*	
X **General Liability (Occurrence Form)**	7/1/2020	7/1/2021	Each Occurrence	$ 1,000,000
Professional Liability (describe)	7/1/2021	7/1/2022	General Aggregate	$ 2,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll: $1,000			Aggregate	
Any auto				
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: With regards to CDBG Grant # 19-038-CDPF, the certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee

CDFA
14 Dixon Ave, Suite 102
Concord, NH 03301

Primex³ – NH Public Risk Management Exchange

By: *Mary Beth Purcell*

Date: 6/17/2021 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Risk Management Services
603-225-2841 phone
603-228-3833 fax

Primex³
NH Public Risk Management Exchange

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.

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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:	*Member Number:*	*Company Affording Coverage:*
City of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits - NH Statutory Limits May Apply, If Not*	
☐ **General Liability (Occurrence Form)**			Each Occurrence	
☐ **Professional Liability (describe)**			General Aggregate	
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ **Automobile Liability**			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
☐ Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ **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
	By: Mary Beth Purcell
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301	Date: 6/17/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE
19-038-CDPF

I, Patricia A. Little, City Clerk of Keene, New Hampshire do hereby certify that: (1) at the public hearing held on July 18, 2019, and as voted on and resolved at the City Council meeting held on July 18, 2019, the City Council voted to submit an application for Community Development Block Grant funds and if awarded: (2) enter into a contract with the Community Development Finance Authority and further authorize the City Manager to execute any documents which may be necessary to effectuate this contract; (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:

In addition to the original hearing referenced above, (5) at the public hearing held on May 20, 2021, and as voted on and resolved at the City Council meeting held on May 20, 2021, the City Council voted to authorize a request for additional Community Development Block Grant funds via contract amendment; (6) I further certify that these authorizations have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and (7) the following person has been appointed to and now occupies the office indicated under item (2) above.

Elizabeth A. Dragon, City Manager

Patricia A. Little, City Clerk
Date signed: 6/11/2021

(Notary Requirement Waived due to Covid-19 Emergency)

CDFA
COMMUNITY DEVELOPMENT FINANCE AUTHORITY

Approved by the Governor
and Council on 3.11.20
Agenda Item #29

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action – Award a Grant

Authorize the Community Development Finance Authority (CDFA), under the Community Development Block Grant (CDBG) program, to award a grant to the City of Keene, 3 Washington Street, Keene, New Hampshire 03431, in the amount of $500,000, on behalf of Southwest Community Services, Inc. (SCS) to support acquisition and renovation of three shelter facilities in Keene, New Hampshire, upon Governor and Council approval for the period effective March 11, 2020 through December 31, 2021. **100% federal funds.**

Explanation

The City of Keene is requesting CDBG funds on behalf of Southwest Community Services, Inc. to support acquisition and renovation of three shelter facilities situated at 32 Water Street, 20 Elm Street and 139 Roxbury Street in Keene, New Hampshire. Two are currently owned by Keene Housing and one is owned by the Cheshire Housing Trust and are leased and operated by SCS. All three properties, which serve as homeless shelters and/or transitional housing, are in need of improvements that will allow SCS to continue serving over 230 beneficiaries, 100% of whom are 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,

Katherine Easterly Martey
Executive Director

KEM/ml

Attachments

FORM NUMBER P-37 (version 1/26/15)

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 City of Keene		1.4 Contractor Address 3 Washington Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-9804	1.6 Account Number N/A	1.7 Completion Date December 31, 2021	1.8 Price Limitation $500,000
1.9 Contracting Officer for State Agency Robert Tourigny, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Elizabeth Dragon, City Manager	

1.13 Acknowledgement: State of N H, County of Cheshire

On 1-31-2020, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
[signature]
[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace
BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2020

1.14 State Agency Signature [signature] Date: 2/5/20		1.15 Name and Title of State Agency Signatory KATHERINE EASTERLY MARTY EXECUTIVE DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: N/A		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 2/13/2020	
1.18 Approval by the Governor and Executive Council *(if applicable)* By: [signature] DEPUTY SECRETARY OF STATE		3.11.20	

FORM NUMBER P-37 (version 1/26/15)

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1.5 Contractor Phone Number 603-357-9804	1.6 Account Number N/A	1.7 Completion Date December 31, 2021	1.8 Price Limitation $500,000
1.9 Contracting Officer for State Agency Robert Tourigny, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature Elizabeth Dragon		1.12 Name and Title of Contractor Signatory Elizabeth Dragon, City Manager	

1.13 Acknowledgement: State of NH, County of Cheshire

On 1-31-2020, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Barbara DiNapoli

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace BARBARA DINAPOLI, Notary Public
My Commission Expires October 21, 2020

1.14 State Agency Signature Date: 2/5/20	1.15 Name and Title of State Agency Signatory KATHERINE EASTERLY MARTEY EXECUTIVE DIRECTOR
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(If applicable)* By: N/A	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(If applicable)* By:	On: 2/13/2020
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 SAD
Date 1/31/20

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 $1,000,000per 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 EAD
Date 1/31/20

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 _____
Date 1/31/20

EXHIBIT A

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE

1.1. The project shall consist of the awarding of $500,000 in Community Development Block Grant ("CDBG") funds to the City of Keene (the "Grantee") (DUNS#08-340-6355), of which $472,000 is to be subgranted to Southwestern Community Services, Inc.("SCS") (the "Subrecipient") (DUNS#08-125-1381) to support the acquisition and renovation of three shelter facilities situated at 32 Water Street, 20 Elm Street and 139 Roxbury Street, Keene, 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") are more particularly described in the deeds for said properties, 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 one hundred percent (100%) percent of the 230 persons served shall be of low- and moderate-income as that term is defined in 24 CFR 570.483.

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 $28,000 of CDBG funds as reimbursement for Project/Program Activity 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

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requirements referenced herein.

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

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

3. STATE AND FEDERAL COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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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

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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 $472,000 in CDBG funds to the Subrecipient consistent with the terms and conditions of this Agreement.

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

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

5. PROJECT MATCHING FUNDS; ADDITIONAL FINANCING

5.1. The Parties agree that the CDBG funds to be awarded pursuant to this Agreement shall be matched with non-CDBG funds in an amount not less than $622,493 consisting of real estate equity in the subject properties and a contribution from SCS.

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

6. MORTGAGE LIEN

6.1. Prior to approval by CDFA of any construction contract for the Property, Grantee shall execute and record with the applicable County Registry of Deeds a mortgage lien (the "Mortgage") on the Property acceptable to CDFA in the amount of $472,000. 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 one hundred percent (100%) of the 230 persons served 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 Completion Date or other termination or expiration of this Agreement.

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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 $100,000) 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

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

10. GRANTEE FINANCIAL MANAGEMENT SYSTEM

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

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

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

11. PROCUREMENT

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

12. REPORTS AND CLOSE OUT

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

12.2. Financial reports, including a statement detailing all Grant or Project/Program Activity 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:

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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/Program 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/Program Activity Costs and other expenses incurred by the Grantee and all income received or collected by the Grantee, during the performance of the Project/Program 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

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payment for all Project/Program Activity 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/Program Activity 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/Program Activity 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/Program Activity 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.

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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 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.

15.5 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.

15.6 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.

15.7 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.

15.8 Certification of Nonsegregated Facilities as required by the May 9, 1967, Order (32 FR 7439, May 19, 1967)

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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:

15.8.1 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.

15.8.2 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 can be waived if no other partner/entity requires worksite signage and creating signage solely for CDFA poses a hardship. Alternative – If none of these are applicable/feasible, an alternative display of the CDFA logo or public recognition may be used with permission from CDFA.

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EXHIBIT B

PROJECT/PROGRAM ACTIVITY COSTS; METHOD AND TERMS OF PAYMENT

1. PROJECT/PROGRAM ACTIVITY COSTS; PAYMENT SCHEDULE; REVIEW BY CDFA

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

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

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

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

2. METHOD AND TERMS OF REIMBURSEMENT FOR PROJECT/PROGRAM ACTIVITY COSTS

2.1 When Project/Program Activity 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

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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 identified in Exhibit A;

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

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

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

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

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

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

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

3. REQUIRED DOCUMENTATION FOR DISBURSEMENT OF GRANT FUNDS

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

4. LIMITATIONS ON USE OF FUNDS

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

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

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4.3 Grant funds may not, without advance written approval by CDFA, be obligated prior to the EffectiveDate 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 2 CFR 200 and 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 $472,000 of Grant Funds may be applied by Grantee for costs related to the Project/Program Activity.

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

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

6. PROGRAM INCOME (IF APPLICABLE)

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

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

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

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EXHIBIT A

ATTACHMENT I

BK1422PG0606

DEED OF WARRANTY

...John M. Panek and Victoria Panek, husband and wife,.....

.....of ....Cady Lane....., ...,
(Street Address)

...Chesterfield....., ...Cheshire..... County, State of
(Town or City)

New Hampshire, for consideration paid, grant to...Cheshire Housing Trust, a New Hampshire voluntary corporation organized under RSA 292, with principal offices located at..... .....of 64½ Island Street, P. O. Box 603
(Street Address)

.Keene..... .....Cheshire. County, State of
(Town or City)

.New Hampshire..... with WARRANTY covenants, the .....

(Description of land or interest being conveyed; encumbrances, exceptions, reservations, if any)

A certain tract of land, with the buildings thereon, located in KEENE, in the County of Cheshire and State of New Hampshire, and bounded and described as follows:

Commencing at a stone bound on the easterly side of Elm Street, at a corner of George R. Miller's land, at the northwest corner of said stone bound; thence running northerly on the east side of Elm Street, seventy-seven and sixty-eight hundredths (77.68) feet to the northwest corner of a stone bound, said bound being the southwest corner of Fred Pearson's land; thence running easterly on the south line of said Pearson land one hundred five and nine tenths (105.9) feet to a point, said point being westerly thirty-three hundredths (.33) of a foot of an iron pipe setting on Fred L. Bedar's land; thence southerly bounding in Fred L. Bedar's land sixty-eight and three tenths (68.3) feet to an iron pipe, said iron pipe being Fred L. Bedar's southwest corner; thence southerly, bounding on land formerly of the Impervious Package Company, now of Robert W. Ringland, nine and forty-five hundredths (9.45) feet to the northwest corner of a stone post, said corner also being the northeast corner of George R. Miller's land; thence easterly one hundred two and sixty-five hundredths (102.65) feet bounding on land of said Miller to the point of beginning. Said tract contains 8103 square feet, more or less. No buildings shall be erected on said premises within one rod of the easterly line of said Elm Street.

Being all of the premises conveyed to us, the Grantors, by deed of Mary Rose Lehrman, dated December 21, 1984 and recorded at Vol. 1080, Page 526 of the Cheshire County Registry of Deeds.

.....

.....

Witness our.....hand s this.....24th..... .....day of September..... 1992.....

Witness:

.....

.....

.....John M. Panek

.....Victoria Panek

State of New Hampshire } The foregoing instrument was acknowledged before me this 24th
County of . Cheshire } day of .....September..... A.D. 19..92.., by .....
.....John M. Panek and Victoria Panek.....

.....

.....

.....

.....

RECEIVED
10:50 A.M.
SEP 24 1992
CHESHIRE COUNTY
REGISTRY OF DEEDS

EXHIBIT A

Return to: Drapeau & Bertsch, PC

NK

Doc # 0010691 Sep 29, 2009 10:19 AM
Register of Deeds, Cheshire County

32 Water Street

Non-Contractual

BK2600PG0306

WARRANTY DEED

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

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

DATED this 25th day of September, 2009.

KEENE HOUSING AUTHORITY

By: P. Curtis Hebert
Chief Executive Officer

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE, SS.

On this 25th day of September, 2009, before me, personally appeared P. Curtis Hebert, Chief Executive Officer of Keene Housing Authority, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained, on behalf of Keene Housing Authority.

Notary Public/Justice of the Peace

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

Exhibit A

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

Tract I: 12-19 Roxbury Court

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

Subject to and benefiting from all matters as set forth in an Agreement for common driveway between Elizabeth Stevens and Keene Housing Authority recorded April 17, 1980 at Volume 982, Page 557 of the Cheshire County Registry of Deeds.

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

Tract II: 83 Washington Street

Beginning at a point in the westerly line of Washington street which marks the southeasterly corner of the property herein conveyed; thence North 25° 20' East a distance of forty-six (46) feet; thence North 54° 40' West a distance of one hundred (100) feet; thence South 35° 20' West a distance of forty-six (46) feet; thence South 54° 40' East a distance of one hundred (100) feet to the place of beginning. Being the area shown as "BLDG.A" on a plan entitled "Cypress Street, Inc., 100 Main Street, Keene, N.H., Site Plan, Scale 1"=20' " dated February 4, 1983, recorded April 4, 1983 at Plan Book 48, Page 57 of the Cheshire County Registry of Deeds.

Also conveying an area shown on said Plan as "UNDEFINED EASEMENT" which is an area approximately twelve and seventy-five hundredths (12.75) feet by one hundred (100) feet, according to said Plan. The easement area is conveyed subject to any existing rights of others and specifically subject to a right of access on foot for the benefit of the property to the rear of the premises herein conveyed, which property is currently identified as Lot 3-01-12 for the City of Keene tax assessment purpose. See also Volume 403, Page 573 and Volume 422, Page 283 of the Cheshire County Registry of Deeds.

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

Tract III: 82 Water Street

Beginning at the southwest corner of said lot in the line of said street, it being the southeast corner of the house lot now or formerly of Edward Pitfinger; thence by said Pitfinger's lot N. 2° E. one hundred sixteen and a half (116 ½) feet to land now or formerly of E. R. Locke; thence by said Locke's land S. 88° E seventy-four and one half (74 ½) feet to a corner; thence by land now or formerly of George Mansfield, deceased, S. 2° W. one hundred sixteen and one half (116 ½) feet to said street; thence by said street N. 88° W. seventy-four and a half (74 ½) feet to the land first mentioned.

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

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

Tract IV: 45 Damon Court

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

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

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

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

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

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

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

Thence South 13° 21' 14" West 145.00 feet, more or less, along other land of Grantor to an iron pin to be set;

Thence North 76° 50' 45" West 114.17 feet, more or less, along land now or formerly of Anne L. Nichols to an iron pin to be set;

Thence South 13° 00' 00" West 44.86 feet, more or less, along said Nichols land to an iron pin to be set;

Thence North 77° 00' 00" West 10.00 feet, more or less, crossing Damon Court to the point of beginning.

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

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

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

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

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

Thence South 76° 34' 35" East 225.96 feet, more or less, along a fence, bounding on the Greenlawn Cemetery to a point at the center of Beaver Brook;

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

Thence South 16° 12' 57" West 115.25 feet, more or less, along land now or formerly of Rajeo Realty Co., to a point;

Thence North 80° 17' 03" West 13.30 feet, more or less, to a point;

Thence North 16° 12' 57" East 91.22 feet, more or less, along land now or formerly of Brian P. and Bruce M. Huntley, to a point;

Thence North 85° 15' 55" West 21.36 feet, more or less, along said Hinsley land, to a point;

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

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

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

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

IN THE EVENT OF ANY FUTURE CONVEYANCE OF TRACT II HEREIN, THE GRANTEE HEREIN SHALL RESERVE A DRAINAGE EASEMENT FOR THE BENEFIT OF TRACT I HEREIN TO ALLOW DISCHARGE OF STORM WATER RUNOFF OVER AND ACROSS TRACT II; ACCESS ACROSS SAID PARCEL TO PERFORM CONSTRUCTION AND MAINTENANCE OF A STORM WATER DETENTION POND (ON TRACT I HEREIN) AND THE INLETS AND/OR OUTLETS THERETO; AND LOCATION OF A DETENTION POND ON ANY PORTION OF SAID TRACT II "AS BUILT" PURSUANT TO REQUIREMENTS OF SITE PLAN APPROVAL FROM THE KEENE PLANNING BOARD (SEE SPR-816).

Meaning and intending to convey all the premises conveyed by Warranty Deed of Patricia J. Houston dated January 23, 1995, recorded January 25, 1995 at Volume 1514, Page 224 of the Cheshire County Registry of Deeds.

Tract V: Unit 54 Farmstead Commons

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

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

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

Tract VI: 892 Water Street

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

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

Thence turning and running S. 21° 46' 22" W. 50.09 feet to an iron pin;

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

Thence turning and running S. 23° 28' W. 56.95 feet to an iron pin at the edge of Water Street, the latter three courses all being by land now or formerly of Edward P., Sr. and Annie E. Bundy;

Thence turning and running N. 66° 31' E. 78.47 feet by Water Street to the point of beginning.

Shown as Lot 1 on a Plan entitled "Proposed two-lot Subdivision for Keene Housing Authority of City of Keene Property, 315 Water Street, Keene, New Hampshire, March 1982" by Herbert E. Russell, Sr., approved by the Keene Planning Board May 11, 1982 and recorded in Plan Roll 664, Cabinet #4-55 of the Cheshire Registry of Deeds on May 17, 1982.

Subject to a 12x12 easement as set forth in the Easement from Keene Housing Authority to New England Telephone and Telegraph Company recorded May 6, 1986 at Volume 1131, Page 289 of the Cheshire County Registry of Deeds. Also also Plan entitled "New England Telephone & Telegraph Company Easement on Land of Keene Housing Authority, Keene, N.H." recorded June 6, 1986 at Book 54, Page 1 of the Cheshire County Registry of Deeds.

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

Tract VII: 527-532 West Street

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

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

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

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

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

Thence South 27° 35' West one hundred fourteen and sixty hundredths (114.60) feet, more or less, to an iron pin;

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

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

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

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

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

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

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

Meaning and intending to convey all the premises conveyed to Keene Housing Authority by Warranty Deed from Arlie M. MacKenzie dated and recorded September 18, 1979 at Volume 975, Page 826 of the Cheshire County Registry of Deeds.

Tract VIII: Harmony Lane

Beginning at an iron pin at the northwest corner of land of Philip O. Nowen which iron pin is located south 80° 30' west 134.64 feet from a stone bound at the intersection of Pedum Street and Woodburn Street; thence south 10° 35' east bounding on land of Nowen and Legare 192.5 feet to a point in the northerly bound of land now or formerly of Patricia D. Bradshaw; thence south 77° 35' west bounding on land of Bradshaw 21.6 feet to her northwest corner; thence south 12° 16' 30" east bounding on land of Patricia D. Bradshaw and land of Legare 158.2 feet to a point in the northerly bound of land of Pryor; thence south 77° 50' 30" west along Pryor's north boundary 86.4 feet to the iron pin which marks Pryor's north boundary 86.4 feet to the iron pin which marks Pryor's northwest corner; thence south 12° 9' 30" east 71.9 feet to an iron pin; thence south 83° 35' 30" west 453 feet, more or less, to other land of Emile J. Legare, Inc.; thence north 6° 12' west bounding on said other land of Emile J. Legare, Inc. 459 feet, more or less, to the southwesterly corner of land of Everett Lounder; thence south 80° 30' east along the southerly boundary of Lounder land 180 feet, more or less, to Lounder's southeast corner; thence north 9° 30' east bounding on land of said Lounder 100 feet to an iron pin in the southerly line of Pedum Street; thence south 80° 30' east along the southerly bound of Pedum Street 230 feet, more or less, to the place of beginning.

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

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

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

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

Tract IX: Harper Acres

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

S 85° 23' 31" W along land of said persons a distance of 48.91 feet to a 1¼" iron pipe at the northwest corner of said persons and the northeasterly corner of lands now or formerly of Deacon Jones Properties, Inc; Thence

S 85° 26' 16" W along lands of said Deacon Jones Properties, LLC, lands now or formerly of Susan C. Doyle Revocable Trust, and of Sandra W. Barrett a distance of 279.93 feet to a 1-1/4" iron pipe; Thence

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

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

S 85° 26' 29" W along MDHR a distance of 45.01 feet to a 5/8" capped rebar; Thence

N 39° 42' 16" W a distance of 409.75 feet to a 7/8" pipe; Thence

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

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

N 85° 15' 07" E crossing bank over said pond a distance of 489.04 feet to a 1" iron pipe; Thence

S 05° 29' 18" W a distance of 369.34 feet to a 5/8" capped rebar set at the southwesterly corner of lands now or formerly of Mark T. and Maria J. Christopherson; Thence

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

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

Along Castle Street the following courses and distances:

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

Following a curve to the right with a delta of 80°45' 12" and with a radius of 195.00 feet an arc length of 275.01 feet to a point; Thence

Following a curve to the right with a delta of 99°11' 48" and with a radius of 15.00 feet an arc length of 25.97 feet to a point; Thence

N 84° 51' 33" E a distance of 13.37 feet to a point; Thence

N 05° 08' 27" W a distance of 43.76 feet to a point; Thence

S 84° 51' 33" W a distance of 20.68 feet to a point; Thence

Following a curve to the right with a delta of 90°00' 00" and with a radius of 10.00 feet an arc length of 15.71 feet to a point; Thence

N 05° 08' 27" W a distance of 19.96 feet to a point at the terminus of Castle Street; Thence

S 84° 51' 33" W crossing the terminus of said street a distance of 50.01 feet to a point; Thence

S 05° 08' 27" E a distance of 59.95 feet to a point; Thence

Following a curve to the left with a delta of 90°00' 00" and with a radius of 245.00 feet an arc length of 384.85 feet; Thence

N 84° 51' 33" E a distance of 197.20 feet to a point; Thence

Following a curve to the right with a delta of 90°50' 00" and with a radius of 30.00 feet an arc length of 47.56 feet to the westerly sideline of Ashuelot Street; Thence

S 04° 19' 41" E along Ashuelot Street a distance of 91.36 feet to the Point of Beginning;

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

Meaning and intending to convey all the premises conveyed by Warranty Deed to Keene Housing Authority by deed recorded at Volume 790, Page 434 of the Cheshire County Registry of Deeds, which premises shall be conveyed in accordance with a new survey currently being prepared by SVE Associates.

Tract X: North & Gilsum Street

Beginning at a stone bound at the intersection of North Street and Gilsum Street at the northeast corner of the premises herein conveyed; thence south 1° 16' west along the westerly line of Gilsum Street 179.30 feet to a pin at the intersection of Gilsum and Howard Streets; thence south 30° 05' west 88.5 feet to an iron pin; thence south 85° 49' west 102.8 feet to an iron pin; thence south 77° 30' west 174.2 feet to an iron pin; thence north 6° 10' east 153.6 feet to an iron pin; thence south 77° 50' west 110 feet to an iron pin; thence north 35° 40' west 195.7 feet to an iron pin; thence north 9° 30' east 111.6 feet to an iron pin in the southerly line of North Street; thence south 80° 17' east 332.8

feet to a slight angle in North Street; thence south 81° 32' east along the southerly bound of North Street 183.2 feet to the place of beginning.

Meaning and intending to convey all the premises conveyed to the Keene Housing Authority by Warranty Deed of Emile J. Legare, Inc. dated June 15, 1971, recorded at Volume 827, Page 187 of the Cheshire County Registry of Deeds.

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

Beginning at an iron pin at the Southwesterly corner of said parcel, it being 216.3 feet and on a course of N 7° 36' E from an iron pin at the Southwest corner of said Johnson's property situate on Spruce Street; thence N 7° 36' E eighteen (18) feet to an iron pin; thence N 77° 30' E fifty-five (55) feet to an iron pin; thence along the same course another fifty-five (55) feet to an iron pin; thence S 6° 10' W fifty-three and six-tenths (53.6) feet to a point at which an iron pin shall be set in the ground; thence N 81° 01' W one hundred five and seventeen hundredths (105.17) feet to the point of beginning. Containing 3,767 square feet, more or less.

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

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

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

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

Tract XI: 109 Ashuelot Street

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

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

ATTEST
EVELYN S HUBAL
Cheshire Register of Deeds

COPY

BK1838PG0855

TAX EXEMPT

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that MONADNOCK FAMILY SERVICES, F/K/A MONADNOCK FAMILY AND MENTAL HEALTH SERVICES, a New Hampshire nonprofit corporation with a principal place of business at 310 Marlboro Street, Keene, New Hampshire, 03431, for consideration paid, grants to KEENE HOUSING AUTHORITY, a New Hampshire municipal corporation with a principal place of business at 105 Castle Street, Keene, Cheshire County, New Hampshire, 03431 with WARRANTY COVENANTS, a certain tract of land with the buildings thereon, situated in the City of Keene, County of Cheshire and State of New Hampshire, more particularly described as follows:

Beginning at the northwest corner of said land, the same being the northeast corner of land now or formerly of Jennie Brooks and in the line of Roxbury Street;
thence southerly on said Brooks land to the southeast corner thereof;
thence easterly in a straight line parallel with the southerly line of Roxbury Street and bounding on lands now or formerly of Joseph Dillant and John Booras;
thence northerly bounding on land now or formerly of Archie Bergeron to Roxbury Street;
thence westerly by said Street to said Brooks land and the place of beginning.

MEANING AND INTENDING to convey all of the premises conveyed by Warranty Deed from Chris J. Tasoulas to Monadnock Family and Mental Health Services dated and recorded September 4, 1986 at Volume 1153, Page 150 of the Cheshire County Registry of Deeds.

BK1838PG0856

DATED this 1st day of October, 2001

MONADNOCK FAMILY SERVICES

Peter J. Skalaban, Chief Financial Officer CFO

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE, SS.

On this 1st day of October, 2001, before me, personally appeared Peter J. Skalaban, Chief Financial Officer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained on behalf of Monadnock Family Services.

Notary Public/Justice of the Peace

H. NEIL BERKSON, Notary Public
My Commission Expires September 29, 2003

ATTACHMENT II

SUBRECIPIENT AGREEMENT
MINIMUM TERMS AND CONDITIONS

City of Keene ("Grantee") hereby warrants and agrees that the Subrecipient Agreement with Southwestern Community Services, Inc. ("Subrecipient") to be executed in conformance with the requirements of Exhibit A of the Grant Agreement shall be subject to approval by CDFA. The Subrecipient Agreement shall incorporate the entire Grant Agreement and shall include it as an attachment, and shall contain at a minimum the following terms and conditions:

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

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

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

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

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

2. PROJECT DESCRIPTION AND SUBGRANT ACTIVITIES.

2.1 Project Description.

The project shall consist of the awarding of $500,000 in Community Development Block Grant ("CDBG") funds to the City of Keene (the "Grantee"), of which $472,000 is to be subgranted to Southwestern Community Services, Inc.("SCS") (the "Subrecipient") to support the acquisition and renovation of three shelter facilities situated at 32 Water Street, 20 Elm Street and 139 Roxbury Street, Keene, 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 24 CFR 570.483 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

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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 one hundred percent (100%) of the 230 persons served shall be of low- and moderate-income as that term is defined in 24 CFR 470.483.

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

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

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

2.3.3 The required match for the CDBG funds will be not less than in an amount not less than $622,493 consisting of real estate equity in the subject properties and a contribution from SCS.

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/Program Activity 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 $472,000 (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.

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

4.1 Subrecipient shall covenant and warrant that at least one hundred percent (100%) of the 230 of the Persons served at the Project Property at the completion of the Project shall be Low- and Moderate-Income Persons as that term is defined in 24 CFR 570.483.

4.2 At time of Grantee's submission of the Closeout Report to CDFA as provided in Exhibit 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 a public facility 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 a public facility and shall continue to be made available to Low- and Moderate-Income persons 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

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similar business to include, where applicable, comprehensive general liability covering any property development/construction activities and landlord insurance. At a minimum, this shall include insurance against all claims of bodily injury or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

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

6.3 Insurance Standards. The policies described in this section shall be the standard form employed 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 OMB Circular A-133 (for fiscal year 2016 and prior) and 2 CFR 200 (for fiscal year 2017 and ongoing). Records to be maintained shall include Project fiscal records consisting of all books, documents, ledgers, systems and expenses incurred, including, but not limited to, purchase, requisitions, orders, invoices, vouchers, bills and receipts, inventories, all lien documents, surveys, certified payrolls, and other documents verifying low- and moderate-income household or employment information.

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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 benefit and/or 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

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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 on behalf of Subrecipient, shall prove to be false or misleading in any material respect;

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

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

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

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

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

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

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

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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

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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.

14.10 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.

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15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws. Subrecipient shall comply with all applicable federal, state and local laws, statues, 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.

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ATTACHMENT III

Primex³
NH Public Risk Management Exchange

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:	*Member Number:*	*Company Affording Coverage:*
City of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ 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	
X General Liability (Occurrence Form) Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2019	7/1/2020	Each Occurrence	$ 1,000,000
			General Aggregate	$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability Deductible Comp and Coll: $1,000 Any auto			Combined Single Limit (Each Accident) Aggregate	
Workers' Compensation & Employers' Liability			Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: CDBG Grant- Award # 19-038-CDPF. The certificate holder is named as Additional Covered Party, but only to the extent liability is based on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 15 days prior to cancellation.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee
New Hampshire Community Development Finance 14 Dixon Ave, Ste 102 Concord, NH 03301				

Primex³ – NH Public Risk Management Exchange

By: Mary Beth Purcell

Date: 1/13/2020 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Risk Management Services
603-225-2841 phone
603-228-3833 fax

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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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:	Member Number:	Company Affording Coverage:
City of Keene 3 Washington Street Keene, NH 03431-3191	210	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
☐ Automobile Liability Deductible Comp and Coll: ☐ Any auto			Combined Single Limit (Each Accident) Aggregate	
X Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
☐ 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
			By: [redacted]
CDFA 14 Dixon Ave, Suite 102 Concord, NH 03301			Date: 1/13/2020 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

CERTIFICATE

I, Patricia A. Little, City Clerk of Keene, New Hampshire do hereby certify that: (1) at the public hearing held on July 18, 2019, and as voted on and resolved at the City Council meeting held on July 18, 2019, the City Council voted to submit an application for Community Development Block Grant funds and if awarded: (2) enter into a contract with the Community Development Finance Authority and further authorize the City Manager to execute any documents which may be necessary to effectuate this contract; (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:

Elizabeth A. Dragon, City Manager

Patricia A. Little, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF Cheshire, SS.

The foregoing instrument was acknowledged before me this 3rd day of February, 2020, by the above-named Patricia A. Little, City Clerk of the City of Keene, New Hampshire.

(Seal)

Notary Public
My commission expires: HEATHER R. FITZ-SIMON, Notary Public
State of New Hampshire
My Commission Expires February 6, 2024

CERTIFICATION OF GRANTEE'S ATTORNEY

Award No. 19-038-CDPF

I, John D. Wrigley acting as Attorney for the City of Keene, 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 Keene, NH this 3rd day of February 2020

Signature of Grantee's Attorney

City of Keene – $500,000 – (Public Facilities)

Applicant	City of Keene
Subrecipient	Southwestern Community Services, Inc.
Project Name	SCS Shelter(s) Improvements
Project Location	32 Water Street, 29 Elm Street and 139 Roxbury Street, Keene
Request	$500,000
LMI Beneficiaries	230 total beneficiaries. All are estimated to be Low- and Moderate-Income (100%)
HUD CDBG National Objective	Homeless Facilities (O3C) Low Moderate Clientele (LMC)
NH State Category	Public Facilities

Project Summary
The City of Keene is requesting is requesting $500,000 on behalf of Southwestern Community Services, Inc. (SCS) to purchase three shelter facilities. Two are currently owned by Keene Housing (KH) and one is owned by the Cheshire Housing Trust (CHT). The facilities, which are located at 32 Water Street, 20 Elm Street and 139 Roxbury Street, are already leased and operated by SCS and all parties involved agree that it makes sense for SCS to own them.

This shelter system has the capacity to provide shelter for approximately 40 people at any point in time; the three shelters are nearly at 100% capacity all the time. Through the course of a year, 230 people are served. The Elm Street property is comprised of five studio units and one bedroom units and serves chronically homeless individuals. The Water Street property has 18 beds and serves women and families. The Roxbury Street property serves as a men's shelter with a total of 18 beds. SCS, KH and CHT provide permanent housing for many individuals who have transitioned from the homeless shelters.

The Roxbury Street facility is in reasonable condition but the Water Street and Elm Street properties are in serious need of rehabilitation and upgrades. SCS has conducted Capital Needs Assessments of both properties. Recommended improvements include a combination of roof work, new windows, doors, siding, insulation, heating systems upgrades, electrical upgrades, new cabinetry, flooring, counters and more. All three of these properties operate on very limited budgets and there are no funds available to undertake any of these improvements, all of which are critical to maintaining these shelters. The proposed project would have a very positive impact on the future of the shelter and the transitional housing facility as it would address major capital improvement needs for many years. It would also have a positive impact on surrounding properties in two predominantly lower-income neighborhoods.

Total project budget of **$1,122,493** includes property acquisition, capital improvements, professional fees, and temporary relocation of the shelter during construction. The CDBG request is for $500,000. The remaining funds will come from the property donation from Keene Housing and the Cheshire Housing Trust and includes the assessed value of the properties minus the acquisition costs.

Long term benefit will be secured by 20-year performance liens on each property.

Sources and Uses

Sources	CDBG	Assessed value minus acquisition Water Street	Assessed value minus acquisition Elm Street	Assessed value minus acquisition Roxbury Street	SCS	
Uses						**Total Uses $**
Acquisition	$93,800	$170,700	$185,900	$249,893	$16,000	$716,293
Construction	$327,120					$327,120
Architectural/Engineering	$45,000					$45,000
Site Improvements	$4,080					$4,080
Relocation	$2,000					$2,000
CDBG Admin Costs	$28,000					$28,000
Committed Total		**$170,700**	**$185,900**	**$249,893**	**$16,000**	**$622,493**
Pending Total	**$500,000**					**$500,000**
Grand Total	**$500,000**	**170,700**	**$185,900**	**$249,893**	**$16,000**	**$1,122,493**

Administrative Costs

Grant Administrator	$ 19,000
Legal	$3,400
Audit	$1,600
Application Writing	$4,000
Total	**$ 28,000**

Summary

- The project scored **330** points;
- The project will secure three critical shelter facilities for a minimum of a 20-year period;
- The project will provide needed funds to rehabilitate two shelters;
- Services will be consolidated under one entity, SCS; and
- The project meets a CDBG National Objective by providing a direct benefit to Low- and Moderate-Income people.