



CDFA
Community Development Finance Authority
Strengthening New Hampshire's Communities

June 20, 2012

Ms. Debra Shackett
County Administrator
County of Belknap
34 County Drive
Laconia, NH 03246

Re: CDBG Notice of Award

Dear Ms. Shackett:

On April 19, 2012, the Community Development Advisory Committee reviewed the staff recommendations for the 2012 first round of housing and public facility applications. I am pleased to inform you that your application to assist Belknap County Community Action Program (BMCAP), for the Weatherization Program has been funded for \$500,000, with the following conditions:

1. All standard and customary CDBG contract requirements will apply; and

This award was delayed due to an Administrative Review request, which has now been cleared. The Award is made pending Governor and Executive Council approval and is contingent upon the availability and continued appropriation of funds from the U.S. Department of Housing and Urban Development.

A portfolio manager for your project will be contacting you to review the details of the grant conditions. If you or your grant administrator has any questions at this time, please feel free to contact this office.

In accordance with your grant agreement, a mandatory Implementation Workshop will be held at the Local Government Center on November 8, 2012, for all new grant recipients. Please let your grant administrator know of this requirement, as you are required to send a designated grant representative to this workshop and will be notified as the date draws nearer.

Please note that for auditing purposes, the Catalog of Federal Domestic Assistance number for HUD Community Development Block Grants - State Administered Community Development Block Grant Program is 14.228.

Sincerely,

Katharine Bogle Shields
Executive Director

KBS/acc



June 20, 2012

Ms. Debra Shackett
 County Administrator
 County of Belknap
 34 County Drive
 Laconia, NH 03246

RE: Federal Compliance Requirements of Your CDBG Grant Award (BMCAP Weatherization Program)

Dear Ms. Shackett:

The award of federal funds for your project comes with requirements that must be adhered to throughout the grant period. All records pertaining to this grant are also required to be kept by the grantee for up to three years, including any contractor and/or subcontractor records. A complete list of federal requirements is referenced in your contract. Listed below are some of the major requirements and a guide to their applicability to your project.

1. Labor Standards – The Act that governs CDBG requires that all construction bid documents for contracts over \$2,000 contain the federal prevailing wages (commonly referred to as Davis-Bacon wages) for specific job classifications, which are to be paid to ALL contractors and subcontractors that work on the project, including self-employed sub/contractors and owner-operators. Non-applicable workers include force account workers (state and municipal employees) and volunteers. Non-applicable work includes, but is not limited to: certain administrative-type jobs, A & E fees, services such as legal, and accounting and management.

Davis-Bacon wages are not required for the following types of activities:

- rehabilitation of residential structures that contain less than 8 units when completed;
- acquisitions (except turnkey); and
- installation of equipment (incidental costs).

Wage determinations for New Hampshire counties are available online at www.wdol.gov, click on DBA WDs and select by state, then check for your applicable county. Any fringe benefit costs shown on chart must be added to the prevailing wage or paid as benefits.

Davis-Bacon Wage Rates applicability to this contract:

Davis-Bacon Wages Must be Paid	Reason:	Portfolio Manager	Compliance Specialist
No <i>Excellent</i>	<ul style="list-style-type: none"> • Rehab of a residential building with less than 8 units – scattered sites • Acquisition • Equipment purchase • Working capital loans 	<i>GH</i>	<i>CC</i>

2. Other Key Federal Requirements that you should be aware of:
National Environmental Policy – All CDBG funded projects must go through an Environmental Review process. There are three levels of Environmental Review – a) exempt, b) categorically excluded, and c) assessment. The Environmental Review may trigger a Historic Preservation Review and/or Flood Plain Review, if applicable.

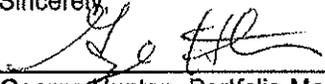
Lead Based Paint (LBP) Standards – This requirement is applicable to housing rehabilitation projects on properties built prior to 1978, though there are some exceptions. If a property is identified for possible LBP, proper methods of reduction, based upon activity type by per unit hard cost, will need to be identified and implemented.

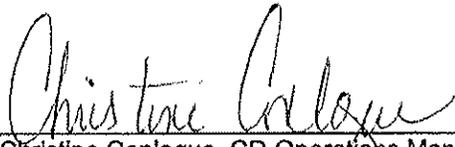
Reviews applicable to this contract:

Review Required	Triggers	Project Manager notes
<i>Environmental Review</i> – three levels		
a) Exempt	For pre-development activities only (engineering or feasibility studies, architectural fees, or other design fees)	Grantee to choose applicable review, based on project type.
b) Categorically Excluded	Improvements to facilities that are in continuous use that will not change the size, character, and capacity of the facility.	
c) Assessment	Acquisition Construction Rehabilitation Requires: up to 45 days for public comment	
<i>Historical Review</i>	1. Rehab of a building over 50 years old 2. Triggered by Environmental Review – Assessment	
<i>Flood Plain Review</i>	Triggered by the Environmental Assessment In a flood plain	
<i>Lead Based Paint</i>	Environmental Assessment will test for Lead Based Paint. Exempted because: <ul style="list-style-type: none"> • emergency action activities, • unoccupied units to be demolished, • property not used for residential habitation, • rehab that does not disturb paint, • zero-bedroom dwelling units, • adult-only elderly and disabled housing, • property has been successfully abated. 	

3. Uniform Relocation Act (URA) – Applies to displacement of persons, businesses, nonprofit organizations, or farms as a direct result of a CDBG-assisted acquisition, demolition or rehabilitation projects. In the event of displacement, the grantee must have a noticing and implementation plan in place for relocation, in addition to the standard Residential Anti-Displacement and Relocation Assistance Plan, which is required from grantees for each project. Grantee should include provisions for the cost of said relocation.
4. Procurement and Financial Management – please consult your implementation guide or your portfolio manager to develop policies and/or procedures to guide your procurement activities and financial management activities.

Sincerely,


George Hunton, Portfolio Manager


Christine Conlogue, CD Operations Manager

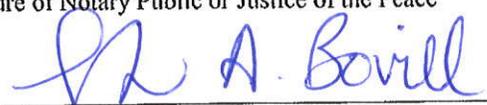
Subject: County of Belknap -- BMCAP/Weatherization Program -- Grant #12-401-CDHS

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Community Development Finance Authority		1.2 State Agency Address 14 Dixon Ave., Suite 102 Concord, NH 03301	
1.3 Contractor Name County of Belknap		1.4 Contractor Address 34 County Drive Laconia, NH 03246	
1.5 Contractor Phone Number 603-527-5400	1.6 Account Number N/A	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$500,000.00
1.9 Contracting Officer for State Agency David Wood, Chairman, Board of Directors		1.10 State Agency Telephone Number 603-226-2170	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Debra Shackett, County Administrator	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>9/24/12</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace ANGELA A. BOVILL, Notary Public My Commission Expires September 3, 2013			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Katharine Bogle Shields, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the CDFA or State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the CDFA or State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the CDFA or State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the CDFA or State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The CDFA or State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the CDFA or State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The CDFA or State shall have no liability to the Contractor other than the contract price.
5.3 The CDFA or State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by

N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the CDFA, the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JS
Date _____

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the CDFA or the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the CDFA or State may owe to the Contractor any damages the CDFA or State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject

matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 100% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of

Contractor Initials
Date

insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the CDFA or State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the CDFA or State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and

inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

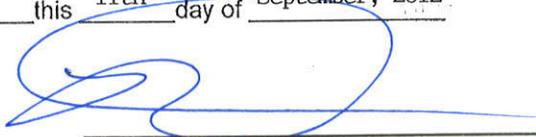
24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

CERTIFICATION OF GRANTEE'S ATTORNEY

I, Paul T. Fitzgerald acting as Attorney for County of Belknap, 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 Laconia this 11th day of September, 2012.



Signature of Grantee's Attorney

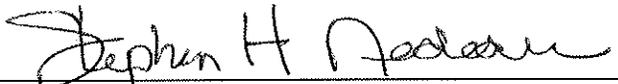
Paul T. Fitzgerald
Wescott, Dyer, Fitzgerald & Nichols, PA
28 Bowman Street
Laconia, NH 03246
(603)524-2166

CERTIFICATE

I, Stephen Nedeau, Clerk of *Belknap County*, New Hampshire do hereby certify that: (1) at the public hearing held on January 25, 2012, the County Commissioners voted to submit an application for Community Development Block Grant funds and if awarded; (2) enter into a contract with the Community Development Finance Authority and further authorize the County Administrator to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) the following person has been appointed to and now occupies the office indicated under item (2) above:

Debra Shackett, County Administrator
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Belknap County, New Hampshire this 8th day of August, 20 12.



Stephen Nedeau, County Clerk



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.

<i>Participating Member:</i> Belknap County 34 County Drive Laconia, NH 03246		<i>Member Number:</i> 607	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
CDFA 14 Dixon Ave, Ste 102 Concord, NH 03301			Date: 7/30/2012 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

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

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

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

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<i>Participating Member:</i> Belknap County 34 County Drive Laconia, NH 03246		<i>Member Number:</i> 607	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	1/1/2012	1/1/2013	Each Occurrence	\$ 1,000,000
<input type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 2,000,000
<input type="checkbox"/>	Claims Made			Fire Damage (Any one fire)	\$
<input type="checkbox"/>	Occurrence			Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)	
<input type="checkbox"/>	Deductible Comp and Coll:			Aggregate	
<input type="checkbox"/>	Any auto				
<input type="checkbox"/>	Workers' Compensation & Employers' Liability			Statutory	
				Each Accident	
				Disease -- Each Employee	
				Disease -- Policy Limit	\$
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:
Description: For Community Development Block Grant. Interest of NH Development Finance Authority is included as Additional Covered Party for this project only. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex³ - NH Public Risk Management Exchange
					By: <i>Tammy Denver</i>
NH Community Development Finance Authority 14 Dixon Ave, Ste 102 Concord, NH 03301					Date: 7/27/2012 tdenver@nhprimex.org
					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

EXHIBIT A

GRANT ACTIVITIES

1. PROJECT DESCRIPTION AND PURPOSE

- 1.1. The project shall consist of the awarding of \$500,000 in CDBG funds to the County of Belknap (the "Grantee"), \$478,000 of which is to be subgranted to the Community Action Programs Belknap Merrimack Counties, Inc. (BMCAP), (the "Subrecipient") for the purpose of conducting necessary home improvements for approximately 70 low-income homeowners, to improve living conditions, correct life and safety issues, and improve energy efficiency (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 properties for which CDBG Grant funds will be used (the "Project Property") is more particularly described in the area map for said properties, to be attached to this Grant Agreement as Attachment IV.
- 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 100% of persons/households served shall be of low- and moderate-income as that term is defined in Cdfa 302.32 and/or 302.33 of the State's Administrative Rules.
- 1.3. Improvements to be undertaken in connection with the Project shall comply with all applicable federal, state, and local design standard regulations and safety and construction codes.

2. GRANT ADMINISTRATION

- 2.1 Grantee shall, using its own staff and resources or via a grant administrator, perform all activities as necessary to administer the CDBG funds in accordance with the provisions of this agreement.
- 2.2 Grantee shall monitor the Subrecipient for compliance with the Subrecipient Agreement and all pertinent requirements referenced herein.
- 2.3 Grantee shall enforce the terms and conditions of its Subrecipient Agreement, as provided herein. Grantee shall promptly notify Subrecipient in writing in the event of a default under the Subrecipient Agreement and shall aggressively pursue its remedies under said agreement for the benefit of the State.
- 2.4 Grantee shall send, at a minimum, its grant administrator, or a designated representative who is a full-time permanent employee involved in the administration of this Grant, to the next CDBG Grant Administration Workshop to be offered by 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 or grant administrator 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 enter into a Closeout Agreement with the Subrecipient and CDFA, as required by CDFA
- 2.8 Within thirty (30) days of executing this agreement, Grantee shall submit to an Implementation Schedule, which will provide for the completion of all grant activities, prior to the Grant Completion Date. Grantee shall obtain the prior approval of CDFA for any changes in the Implementation Schedule.