



COMMITTEE ON COMMUNITY IMPROVEMENT

May 6, 2025 at 5:15 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Morgan, Terrio, Kantor, Long, Burkush

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Communication from Jeff Belanger, Planning & Community Development Director, regarding the award of two grants from the NH Department of Business and Economic Affairs and requesting the following:
 - 1) Approval of an Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds from the Housing Infrastructure Municipal Grant Program in the amount of \$116,753 for CIP 611325 231 Merrimack Street Affordable Housing Program; and
 - 2) Approval to put \$205,500 from the Housing Production Municipal Grant Program into the Affordable Housing Trust Fund**Ladies and Gentlemen, what is your pleasure?**
2. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$20,000 for CIP 211425 School Based Dental Program - Medicaid.
Ladies and Gentlemen, what is your pleasure?
3. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$166,667 for CIP 411923 MPAL Juvenile Court Diversion Coordinator.
Ladies and Gentlemen, what is your pleasure?
4. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$18,902 for CIP C3000040125 FY22 Hazmat Additional Funds.
Ladies and Gentlemen, what is your pleasure?

5. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$23,493.62 for CIP C300040225 FY24 Hazard Mitigation Grant.
Ladies and Gentlemen, what is your pleasure?
6. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$24,893 for CIP C410020125 Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voice.
Ladies and Gentlemen, what is your pleasure?
7. Amending Resolution and Budget Authorization providing for the acceptance and expenditure of funds in the amount of \$84,045 for CIP C330040025 BJA FY24 Project Safe Neighborhoods (PSN).
Ladies and Gentlemen, what is your pleasure?
8. Amending Resolution and Budget Authorizations providing for the transfer and expenditure of funds in the amount of \$200,000 for CIP C300040325 Opioid Abatement - CRU 2nd Shift.
Ladies and Gentlemen, what is your pleasure?
9. Communication from Caleb Dobbins, Highway Chief Engineer, requesting early approval for the following projects:
 - \$300,000 for CIP C500070226 FY26 Parks Paving (bond)
 - \$1,000,000 for CIP C500070126 FY26 School Paving (MSD bond)
 - \$6,538,000 for CIP C500070326 FY26 Roadway Program (bond, MTF, degradation fees)**Ladies and Gentlemen, what is your pleasure?**
10. Communication from Ryan Cashin, Fire Chief, requesting permission to obtain two additional license plates for the department's vehicle barrier trailers.
Ladies and Gentlemen, what is your pleasure?
11. Communication from Adam Alvarez, owner of the property at 232 Conant Street, requesting that the \$55,000 HOME Loan recapture provision owed to the City be pro-rated.
Ladies and Gentlemen, what is your pleasure?
12. Discussion regarding the possibility of displaying a portrait of Frederick Douglass outside of the Aldermanic Chambers.

If there is no further business, a motion is in order to adjourn.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use
Building Regulation
Code Enforcement
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Nicola Strong
Deputy Director, Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director, Building Regulations

MEMORANDUM

To: Alderman Chris Morgan
Chair, CIP Committee

From: Jeffrey Belanger, AICP
Director, Planning and Community Development

Date: April 25, 2025

Re: Receipt of Grant Funds from BEA Housing Champions Program

At your April 1 meeting, I reported that the Planning and Community Development Department and the Mayor's Office had applied for funds from two different grant programs at the New Hampshire Department of Business and Economic Affairs. I am pleased to now report that we were successful in both of those applications, and I respectfully request authorization to receive the funds and for Mayor Ruais to execute any necessary documents in accordance with the grant programs' requirements.

As described in the memorandum that I previously submitted, one of the grants that we applied for was the Housing Infrastructure Municipal Grant Program, which reimburses municipalities for up to 75% of funds expended on infrastructure that enables the construction of affordable housing. We requested \$116,753 to pay for the installation of a fire-suppression system at 231 Merrimack Street, a property that is planned to provide low-income housing for up to 30 people. The City would provide the remaining 25% match of \$38,917 from the \$125,000 that the Board of Mayor and Aldermen has already committed to the project. NHBEA awarded us the entirety of the \$116,753 that we requested.

The other grant applied for was the Housing Production Municipal Grant Program. This program awards municipalities \$10,000 for each unit of workforce housing for which they issued a certificate of occupancy from July 1, 2023, to June 30, 2024. We identified 51 dwelling units in Manchester that meet the grant's criteria, which could have resulted in an award of \$510,000. As the total amount available from this program for the entire state was \$1.5 million, we knew that we might not be awarded the entirety of what we requested. NHBEA awarded the City \$205,500. These funds are unrestricted and can be used at the Board's discretion. As the City became eligible for these funds due to the construction of workforce housing, a possible use of the funds could be to deposit them in the Affordable Housing Trust Fund, which would allow them to further support workforce housing.

I respectfully request a recommendation from the Committee to deposit the \$116,753 into the CIP project for 231 Merrimack Street, 611325, and to deposit the \$205,500 in the Affordable Housing Trust Fund or another location of your choosing. We have prepared the appropriate budget authorization and amending resolution for 231 Merrimack Street.

Please feel free to contact me with any questions. I will also be available at your next meeting.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program authorizing and appropriating funds in the amount of One Hundred Sixteen Thousand Seven Hundred Fifty-Three Dollars (\$116,753) for the FY2025 CIP 611325 231 Merrimack Street Affordable Housing Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allow for the appropriation of funds from the New Hampshire Department of Business and Economic Affairs in the amount of \$116,753 for the FY2025 CIP 611325 231 Merrimack Street Affordable Housing Program.”

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By increasing:

FY2025 CIP 611325 231 Merrimack Street Affordable Housing Program- \$116,753 Other

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 611325 2025 CIP Resolution: 6/4/2024
Title: 231 Merrimack Street Affordable Housing Program Amending Resolution: 5/20/2025
Administering Department Mayor's Office Revision: #1

Project Description: Renovation of property located at 231 Merrimack Street to serve as transitional housing (30 beds) for women and men transitioning out of the 38 Beech Street and/or off of the Coordinated Entry list. All work is to be completed in accordance with all applicable city codes.

Federal Grants Federal Grant: No **Environmental** Review Required: No
Grant Executed: Completed:

Critical Events

Project Initiation	6/4/2025
Project Completion	12/31/2025
	12/31/2025

Line Item Budget

	AHTF	OTHER		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$125,000.00	\$116,753.00	\$0.00	\$241,753.00
TOTAL	\$125,000.00	\$116,753.00	\$0.00	\$241,753.00

Revisions: Rev. 1 - Increasing budget \$116,753 Other (\$0.00 to \$116.753) total budget \$125,000 to \$241,753.

Comments:

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director

Elaine M. Michaud, JD, MPH
Deputy Public Health Director



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Christopher Moriarty, DMD
Lara Quiroga, M.Ed.
Ashwini Saxena M.D., Ph.D.
Mary Naczas Seigle, BSN, RN, CHPN

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: April 14, 2025

RE: Oral Health Program – Additional Medicaid Reimbursements

The Manchester Health Department School Based Oral Health Program has expanded into a full-service dental program, providing diagnostics, preventive services and education to low-income children without a dentist at Manchester public schools. This care is provided by a public health dental hygienists & a public health dental assistant on the mobile dental van during school hours, and when billable, Medicaid reimbursement is processed.

This year, the dental hygienists have brought in more than the \$60,000 originally projected and are hoping to bring in an additional \$20,000 before the end of the school year. This brings the total to \$80,000 in Medicaid revenues for this fiscal year.

This pays for half the salary & benefits of our dental assistant, along with supplies needed, and any service that the Dental van may need.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program authorizing and appropriating funds in the amount of Twenty Thousand Dollars (\$20,000) for the FY2025 CIP 211425 School Based Dental Program - Medicaid.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allow for the appropriation of Medicaid revenue funds in the amount of \$20,000 for the FY2025 CIP 211425 School Based Dental Program-Medicaid.”

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By increasing:

FY2025 CIP 211425 School Based Dental Program - Medicaid-	\$20,000 Other
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Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 211425 2025 CIP Resolution: 6/4/2024
Title: School Based Dental Program - Medicaid Amending Resolution: 5/20/2025
Administering Department: Health Department Revision: #1

Project Description: The Manchester Health Department School Based Oral Health Program has expanded into a full-service dental program, providing diagnostics, preventive services and education to low-income children without a dentist at Manchester public schools. This care is provided by a public health dental hygienist & a public health dental assistant on the mobile dental van during school hours, and when billable, Medicaid reimbursement is processed.

Federal Grants Federal Grant: No **Environmental** Review Required: No
Grant Executed: Completed:

Critical Events

Initiation Date	09/01/2024
Completion Date	12/31/2025
	12/31/2025

Line Item Budget

	OTHER			TOTAL
Salaries and Wages	\$30,495.00	\$0.00	\$0.00	\$30,495.00
Fringes	\$24,505.00	\$0.00	\$0.00	\$24,505.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$25,000.00	\$0.00	\$0.00	\$25,000.00
TOTAL	\$80,000.00	\$0.00	\$0.00	\$80,000.00

Revisions: Rev. 1 - 5/20/25 increase budget \$20,000 OTHER (\$60,000 to \$80,000) funds from program Medicaid revenues.

Comments: Funding from the Department of Health and Human Services. Program initiation and completion dates determined by the grantor.

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier
Gene Brown

CITY OF MANCHESTER

Police Department

April 14, 2025

To: Alderman Morgan, Chairman, CIP Committee
From: Whitney Dade, Grant Coordinator
Re: Opioid Abatement Trust Fund - MPAL Juvenile Court Diversion Coordinator

The Manchester Police Department requests an amendment to the Opioid Abatement Trust Fund - MPAL Juvenile Court Diversion Coordinator (CIP Project #411923) for additional funding and to extend the Period of Performance (POP).

The original POP was for 4/1/2023 to 12/31/2025
The new POP is for 4/1/2023 to 6/30/2027

The funds breakdown is as follows:

	Previous	Additional Funding	Total
Other	160,000	166,667	326,667

Please process this as a project for approval.

Sincerely,

Whitney Dade

Whitney Dade
Grant Coordinator

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2023 Community Improvement Program authorizing and appropriating funds in the amount of One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$166,667) for the FY2023 CIP 411923 MPAL Juvenile Court Diversion Coordinator.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP as contained in the 2023 CIP budget; and

WHEREAS, the 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allow for the appropriation of NH Opioid Litigation Settlement Trust funds in the amount of \$166,667 for the FY2023 CIP 411923 MPAL Juvenile Court Diversion Coordinator.”

NOW, THEREFORE, be it resolved that the 2023 CIP be amended as follows:

By increasing:

FY2023 CIP 411923 MPAL Juvenile Court Diversion Coordinator-	\$166,667 State
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Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 411923 Project Year: 2023 CIP Resolution: 5/17/2022
 Title: MPAL Juvenile Court Diversion Coordinator Amending Resolution: 5/20/2025
 Administering Department: Police Department Revision: #1

Project Description: To support the Manchester Police Athletic League's establishment of a full time Juvenile Court Diversion Coordinator position. Funds will enable this position to move from part-time to full-time, which will allow adequate resources to support the use of diversion to promote desistance from crime. This coordinator position is key to connecting court involved youth to appropriate resources outside of the criminal justice system. Similarly, this position will also work to connect resources to youth who are at risk of entering the criminal justice system due to deviant behaviors or being otherwise identified as at risk.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

1.	Project Initiation	4/1/2023
2.	Project Completion	6/30/2027
3.		
4.		
5.		
		6/30/2027

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$326,667.00	\$0.00	\$0.00	\$326,667.00
TOTAL	\$326,667.00	\$0.00	\$0.00	\$326,667.00

Revisions: #1- 5/20/25 Increase funds \$166,667 STATE (\$160,000 to \$326,667) and extend completion date from 12/31/25 to 6/30/27

Comments: Initiation and completion dates determined by the grantor. Funds from the State of New Hampshire, Department of Health and Human Services.

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Opioid Abatement Programs Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Manchester Police Department ("the Grantee").

WHEREAS, pursuant to an agreement (the " Grant Agreement ") approved by the Governor and Executive Council on May 31, 2023 (Item #14), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to the Grant Agreement, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Grant Agreement and set forth herein, the parties hereto agree to amend as follows:

1. Form G-1 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027
2. Form G-1 General Provisions, Block 1.8, Grant Limitation, to read:
\$326,667
3. Modify Exhibit C, Payment Terms, Section 3., to read:
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4, Budget – Amendment #1
4. Add Exhibit C-3, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-4, Budget – Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/2025

Date

DocuSigned by:

Katja S. Fox

E86B8C5D84063446

Name: Katja S. Fox

Title: director

Manchester Police Department

3/12/2025

Date

Signed by:

Peter Marr

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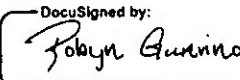
Name: Peter Marr

Title: chief

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/12/2025
Date

DocuSigned by:

746734242921400
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Budget – Amendment #1

New Hampshire Department of Health and Human Services	
Contractor Name:	Manchester Police Department
Budget Request for:	Opioid Abatement Programs
Budget Period	6/1/25-6/30/25
Indirect Cost Rate (if applicable)	0.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$6,667
Total Direct Costs	\$6,667
Total Indirect Costs	\$0
TOTAL	\$6,667

Contractor Initials: Initial
PM

Date: 3/12/2025

New Hampshire Department of Health and Human Services Contractor Name: Manchester Police Department Budget Request for: Opioid Abatement Programs Budget Period: SFY 2026 - SFY 2027 Indirect Cost Rate (if applicable): 0.00%		
Line Item	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$0	\$0
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$80,000	\$80,000
Total Direct Costs	\$80,000	\$80,000
Total Indirect Costs	\$0	\$0
Subtotals	\$80,000	\$80,000
TOTAL		\$160,000

CERTIFICATE OF AUTHORITY

I, Matthew Normand, hereby certify that:
(Name of the Municipality Clerk/Municipality Official)

1. I am a duly elected Municipality Clerk/Municipality Official) of City of Manchester
(Municipality Name)

2. I hereby certify that Chief Peter Marr (may list
more than one
(Authorized Signatory)

person) is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the municipality. To the extent that there are any limits on the authority of any listed individual to bind the municipality in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/12/25


Signature of Municipality Clerk/Municipality Official
Name: Matthew Normand
Title: City Clerk

Kevin J. O'Neil
Risk Manager



CITY OF MANCHESTER
Office of Risk Management

CERTIFICATE OF COVERAGE
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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 within the financial limits of RSA 507-B as follows:

Limits of Liability (in thousands 000)

GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Aggregate	2000
	Bodily Injury and Property Damage	
	Each Person	325
WORKER'S COMPENSATION	Each Occurrence	1000
	Aggregate	2000
	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

Re: For the City of Manchester Opioid Abatement Program from March 14, 2025 through June 30, 2027.

Issued the 12th of March, 2025.


Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

ARC
14

Lari A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 15, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Opioid Abatement Advisory Commission, to award a grant agreement with Manchester Police Department (VC#177433-B004), Manchester, NH, in the amount of \$160,000 for the development and implementation of an opioid abatement program, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through May 31, 2025. 100% Other Funds (Opioid Abatement Trust Fund).

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUGS & ALCOHOL
SVCS, OPIOID ABATEMENT TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Service	92053950	\$6,667
2024	102-500731	Contracts for Program Services	92053950	\$80,000
2025	102-500731	Contracts for Program Services	92053950	\$73,333
			Total	\$160,000

EXPLANATION

The purpose of this request is for the Grantee to develop and implement the approved opioid abatement project recommended by the Opioid Abatement Advisory Commission (Commission). Revised Statutes Annotated (RSA) 126-A:83 established the Opioid Abatement Trust Fund (Trust Fund), overseen by the Opioid Abatement Advisory Commission (Commission), for the State to receive and deposit funds from all consumer protection settlements or judgments against opioid manufacturers or distributors. Funds are distributed from the Trust Fund for

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

qualifying projects recommended by the Commission pursuant to RSA 126-A:84-86. The Department presented the other 16 agreements resulting from this Request for Grant Applications (RGA) to the Governor and Executive Council at the May 3, 2023 meeting.

Youth with, or at risk of developing, opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues will be served.

The Grantee will develop and implement an opioid abatement project that includes the following categories:

- Treatment access; referral to treatment or connections to other services; and support public and non-public school programs and services for students with OUD and any co-occurring SUD/MH issues or who have been affected by OUD and any co-occurring SUD/MH issues within their family.
- Prevention to support evidence-based prevention programs and services, including efforts to promote healthy, drug-free lifestyles, reduce isolation, build skills and confidence, and facilitate community-based prevention efforts.

The Department will monitor services by reviewing annual reports, and conducting regular meetings with the Grantee.

The Department conducted a competitive bid process, on behalf of the Commission, using a Request for Grant Applications (RFGA) that was posted on the Department's website from August 8, 2022 through September 12, 2022. The Department received 45 responses that were reviewed by a team of qualified individuals and presented to the Commission for consideration. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Grant Agreement Provisions, Subsection 1.1., the parties have the option to extend the agreement for an additional two (2) years, subject to the continued availability of funds, satisfactory grantee performance, agreement of the parties, recommendation of the Opioid Abatement Advisory Commission, and Governor and Council approval.

Should the Governor and Council not authorize this request, young people and their families may experience delays in accessing treatment and prevention services related to opioid use disorders (OUDs) and any co-occurring substance use disorder or mental health (SUD/MH) issues.

Area served: Manchester, NH

Source of Other Funds: Opioid Abatement Trust Fund

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

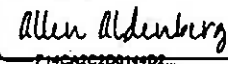
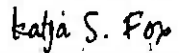
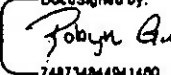
RGA-2023-DBH-01-OPIOI: Opioid Abatement Programs			
Applicant Name	Project Title	Funding Request	Recommended by the Commission
Archways	Peer Recovery: Youth Program and Community Corrections	\$284,034	Yes
Boys & Girls Club of Greater Nashua, Inc.	Positive Youth Development & Prevention Collaborative	\$353,350	Yes
Manchester Police Department	Youth Restorative Justice: Juvenile Court Diversion	\$160,000	Yes
County of Cheshire	Drug Court Recovery Support Services	\$173,888	Yes
Dismas Home of New Hampshire, Inc.	Program Expansion for Women's Community Re-entry	\$800,000	Yes
Elliot Hospital of the City of Manchester	Behavioral Health Workforce: Recruitment & Retention	\$200,000	Yes
Greater Seacoast Community Health	Peer Recovery Supports: Criminal Justice Program	\$575,737	Yes
Hope on Haven Hill, Inc.	Recovery Housing for Pregnant and Postpartum Women	\$269,645	Yes
Makin' It Happen Coalition for Resilient Merrimack County	Positive Youth Development & Prevention: Project UPSTREAM	\$574,350	Yes
Merrimack County	Program Expansion for Supportive Services	\$209,365	Yes
Mid-State Health Center	Transportation for Rural Treatment & Recovery Supports	\$217,028	Yes
New Hampshire Harm Reduction Coalition	Harm Reduction Expansion: CapEx Initiative	\$875,000	Yes
North Country Health Consortium	North Country Wellness and Recovery Friendly Program	\$263,787	Yes
County of Sullivan	Transitional Housing & Community Re-entry: Sullivan House	\$503,847	Yes
The Upper Room, A Family Resource Center	Positive Youth Development & Prevention: Adolescent Wellness Programs	\$264,000	Yes
TLC Family Resource Center	Program Expansion of Drop-in Peer Recovery Supports	\$568,813	Yes
Weeks Medical Center	Opioid Treatment Program Oversight Improvement	\$60,810	Yes
Weeks Medical Center	Behavioral Health Workforce: Recruitment & Retention	\$331,000	Yes
Weeks Medical Center	Intensive Outpatient Program, Transitional Housing & Mental Health Inpatient Services Development & Planning	\$66,460	Yes
ARC NH	Peer Recovery Support	\$642,962	No
City of Manchester, Fire Department	Community Response Unit	\$566,882	No

County of Cheshire	Cheshire County Department of Corrections Medication-Assisted Treatment Program	\$506,476	No
Elliot Hospital	Just Treatment	\$785,899	No
Elliot Hospital	Roads to Treatment	\$263,056	No
Friends of NH Drug Courts	Improving graduation rates and treatment outcomes for adults with any substance use disorder in New Hampshire Drug Courts	\$1,239,780	No
Greater Seacoast/SOS Recovery	SOS RCO Social Enterprise Restaurant	\$170,895	No
Hillsborough County Dept. of Corrections	MAT	\$329,189	No
JSI Research & Training Institute	The Partnership at Drug Free NH	\$1,513,678	No
Lamprey Health	Lamprey Health Care MAT/SUD Services Support	\$539,727	No
Dartmouth-Hitchcock	Recovery Support Services for Opioid Abatement	\$578,332	No
Merrimack County	Merrimack County DOC - MAT Reimbursement	\$486,458	No
Nashua Prevention Coalition	Project Impact: Community Action Partnership	\$1,783,598	No
NH Alcohol & Drug Abuse Counselors	Clinician Wellbeing Network	\$1,000,000	No
NH Coalition of Recovery Residences	Market Analysis of the Recovery Housing Ecosystem in NH	\$94,458	No
NH Juvenile Court Diversion Network	Juvenile Court Diversion LADC	\$834,750	No
NH Teen Institute	NH Teen Institute Prevention Project	\$153,849	No
Pinetree Institute	Greater Seacoast Social Care Payment Project	\$590,000	No
Plymouth Area Recovery	Whole Person Whole Life Recovery Project	\$327,430	No
Rockingham County Dept. of Corrections	Rockingham County Integrated Inmate Treatment Initiative	\$725,349	No
Strafford County	Medication Assisted Treatment Program	\$1,732,750	No
Sullivan County	Recovery Clinical Support	\$401,340	No
Sullivan County	Future Funding for MAT	\$901,076	No
Sullivan County	Reimbursement	\$837,653	No
Weeks Medical Center	School Based Programming	\$157,780	No
Easter Seals New Hampshire Inc.	Farnum Center Co-Occurring Disorder Treatment Program	\$1,600,680	Disqualified

Subject: Opioid Abatement Programs (RGA-2023-DBH-01-OP101-11)**GRANT AGREEMENT**

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS**1. Identification and Definitions.**

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Manchester Police Department		1.4. Grantee Address 405 Valley Street Manchester, NH 03103	
1.5. Grantee Phone # (603) 792-5400	1.6. Account Number 05-095-092-920510- 39500000-102-500731	1.7. Completion Date 24 Months from G&C Approval	1.8. Grant Limitation \$160,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1  5/4/2023		1.12. Name & Title of Grantee Signor 1 Allen Aldenberg Chief of Police	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s)  5/16/2023		1.14. Name & Title of State Agency Signor(s) Katja S. Fox Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 5/16/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE; COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports, required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 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,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.3. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.4. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.5. On and after the Effective Date 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, whichever shall first occur.
10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT; REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 of this agreement.

17. **INSURANCE.**

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. **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 first above given.

20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **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.

23. **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.

24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

- 1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

4.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

- 1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

- 1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

- 1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

- 1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Grantee must provide the qualifying opioid abatement project as approved by the Opioid Abatement Trust Fund Advisory Commission (the Commission), in accordance with New Hampshire Revised Statutes Annotated 126-A:83-86 and as described in this Agreement.
- 1.2. The Grantee must provide services within this Agreement to court involved youth under the age of 18, including youth with substance use disorder and those who are most in need of resources.
- 1.3. The Grantee must ensure services are available in the City of Manchester, New Hampshire.
- 1.4. For the purposes of this Exhibit B, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 AM to 5 PM.
- 1.6. The Grantee must expand the Manchester Police Athletic League's (MPAL) Juvenile Court Diversion Program by increasing staffing capacities in order to accommodate the increased need for resources resulting from the Juvenile Probation Transformation.
- 1.7. The Grantee must ensure the personnel provided include:
 - 1.7.1. One (1) full-time equivalent (FTE) Juvenile Court Diversion Coordinator, who:
 - 1.7.1.1. Coordinates referrals and uses evidence-based screening tools;
 - 1.7.1.2. Connects court involved youth to appropriate resources outside of the criminal justice system;
 - 1.7.1.3. Connects resources to youth who are at risk of entering the criminal justice system due to problematic behaviors or being otherwise identified as at risk;
 - 1.7.1.4. Coordinates care for youth interacting with various complex systems, including, but not limited to:
 - 1.7.1.4.1. Behavioral Health Providers.
 - 1.7.1.4.2. Primary Care.
 - 1.7.1.4.3. School-based and after-school supports and programs.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

- 1.7.1.4.4. Other specialty providers and settings as applicable to promote whole-person wellness; and
- 1.7.1.5. Conducts weekly telephone check-ins and monthly in-person check-ins with involved youth.
- 1.7.2. The Grantee must create a formalized process for unofficial diversion referrals within 180 days of the grant award.
- 1.8. The Grantee must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Grantee must participate in operational site reviews on a schedule provided by the Department. All deliverables, programs, and activities must be subject to review during this time. The Grantee must:
 - 1.9.1. Ensure the Department has access sufficient for monitoring of Agreement compliance requirements; and
 - 1.9.2. Ensure the Department is provided with access that includes but is not limited to:
 - 1.9.2.1. Data.
 - 1.9.2.2. Financial records.
 - 1.9.2.3. Scheduled access to Grantee work sites, locations, work spaces and associated facilities.
 - 1.9.2.4. Scheduled access to Grantee principals and staff.
- 1.10. Reporting
 - 1.10.1. The Grantee must submit an annual report by August 1st of each year, in a format as required by the Commission, to the Department for distribution to the Commission. The annual reports must include at a minimum:
 - 1.10.1.1. The name, mailing address, and physical address of the Grantee;
 - 1.10.1.2. The time period covered by the report;
 - 1.10.1.3. The date the report was prepared;
 - 1.10.1.4. A detailed account of funding spent on approved uses;
 - 1.10.1.5. The number of individuals served;
 - 1.10.1.6. Aggregated and de-identified demographic information for individuals served. Information in the annual report must ensure that no individual can be directly or indirectly

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

identified by the data submitted or the content of the annual report; and

1.10.1.7. An analysis of the impact(s), successes and challenges of the project(s), program(s), and/or service(s) funded.

1.10.2. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Grantee must manage any confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Grantee must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services.

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT B

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Grantee must keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Grantee.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Opioid Abatement Trust Fund).
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Grantee as a Subrecipient, in accordance with 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.
4. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
 - 4.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to invoicesforcontracts@dhhs.nh.gov, or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the grant completion date specified in Form G-1; General Provisions, Block 1.7 Completion Date.

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT C

7. Notwithstanding Paragraph 20 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Grantee expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
 - 8.4. Any Grantee that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.
 - 8.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to

Manchester Police Department

G-C 1.1

Grantee Initials

RG-2023-DBH-01-OPIOI-11

Page 2 of 3

Date 5/4/2023

**New Hampshire Department of Health and Human Services
Opioid Abatement Programs**

EXHIBIT C

which exception has been taken, or which have been disallowed
because of such an exception.

New Hampshire Department of Health and Human Services	
Complete one budget form for each State Fiscal Year/Budget Period.	
Grantee Name: <u>Manchester Police Department</u>	
Budget Request for: <u>Opioid Abatement Programs</u>	
Budget Period: <u>12 Months from G&C Approval</u> (Remainder of SFY23 and Portion of SFY24)	
Indirect Cost Rate (If applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
	\$80,000
9. Subrecipient Contracts	
Total Direct Costs	\$80,000
Total Indirect Costs	\$0
TOTAL	\$80,000

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5/4/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each State Fiscal Year/Budget Period.	
Grantee Name: <u>Manchester Police Department</u>	
Budget Request for: <u>Opioid Abatement Programs</u>	
Budget Period: <u>24 Months from G&C Approval</u> Portion of SFY24 and Portion of SFY25)	
Indirect Cost Rate (If applicable): <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment	\$0
5(a) Supplies - Educational	\$0
5(b) Supplies - Lab	\$0
5(c) Supplies - Pharmacy	\$0
5(d) Supplies - Medical	\$0
5(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
	\$80,000
9. Subrecipient Contracts	
Total Direct Costs	\$80,000
Total Indirect Costs	\$0
TOTAL	\$80,000

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5/4/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Ryan J. Cashin
Chief of Department



Assistant Chiefs:
Matthew A.K. Lamothe
David Flurey
Joshua Guay

City of Manchester

Fire Department

TO: Alderman Morgan, CIP Chair

FROM: Chief Ryan Cashin

DATE: April 15, 2025

RE: Permission to Accept- FY22 Hazmat Additional Funds

The State has granted us an additional \$18,902 in FY22 hazmat funds to be used for hazmat training. These funds do not require a match from the City.

I am writing today to ask permission to apply for these funds.

Thank you for your attention to this matter.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program, authorizing and appropriating funds in the amount of Eighteen Thousand Nine Hundred Two Dollars (\$18,902) for the FY2025 CIP C300040125 FY22 Hazmat Additional Funds.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$18,902 from the State of New Hampshire to FY2025 CIP C300040125 FY22 Hazmat Additional Funds;

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By adding:

FY2025 CIP C300040125 FY22 Hazmat Additional Funds-	\$18,902 State
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Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: C300040125

2025

CIP Resolution: 6/4/2024

Title: FY22 Hazmat Additional Funds

Amending Resolution: 5/20/2025

Administering Department: Fire Department

Revision:

Project Description:

Fire Department has been granted an additional \$18,902 in FY22 Hazmat Funds.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

Project Initiation

1/14/2025

Project Completion

8/31/2025

8/31/2025

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$18,902.00

\$0.00

\$0.00

\$18,902.00

TOTAL**\$18,902.00****\$0.00****\$0.00****\$18,902.00****Revisions:****Comments:**

Ryan J. Cashin
Chief of Department



Assistant Chiefs:
Matthew A.K. Lamothe
David Flurey
Joshua Guay

City of Manchester

Fire Department

TO: Alderman Morgan, CIP Chair

FROM: Chief Ryan Cashin

DATE: April 15, 2025

RE: Permission to Accept- Hazard Mitigation Plan

Back in December, I provided the Committee with an update pertaining to the funding of our hazard mitigation plan. In short, we were informed that we would be reimbursed for costs incurred prior to the federal award date; therefore, changing the amount of the award from \$23,333.00 to \$26,104.02. This award required a 10% match from the City, changing the original match amount from \$2,333.00 to \$2,610.40.

This has finally been approved by the Governor and Council and we have officially been awarded this grant. The total amount of the award is \$23,493.62 (new award amount of \$26,104.02 minus the City's match of \$2,610.40). As mentioned in the update, the cost of the hazard mitigation plan has not changed from the original quote and will not cost the City any additional money.

I am writing today to request permission to accept these funds. Also, this grant requires a Certificate of Authority stating that I am authorized to sign this grant agreement on behalf of the City. As this is a time sensitive matter, I am also requesting that this be read out at the BMA meeting immediately following the CIP meeting.

Thank you for your attention to this matter.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty-Three Thousand Four Hundred Ninety-Three Dollars and Sixty-Two Cents (\$23,493.62) for the FY2025 CIP C300040225 FY24 Hazard Mitigation Grant.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$23,493.62 from the State of New Hampshire to FY2025 CIP C300040225 FY24 Hazard Mitigation Grant;

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By adding:

FY2025 CIP C300040225 FY24 Hazard Mitigation Grant-	\$23,493.62 State
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Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: C300040225

2025

CIP Resolution: 6/4/2024

Title: FY24 Hazard Mitigation Grant

Amending Resolution: 5/20/2025

Administering Department: Fire Department

Revision:

Project Description:

Fire Department has been granted \$23,493.62 to fund the hazard mitigation plan.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

Project Initiation

12/1/2024

Project Completion

5/2/2026

5/2/2026

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$23,493.62

\$0.00

\$0.00

\$23,493.62

TOTAL**\$23,493.62****\$0.00****\$0.00****\$23,493.62****Revisions:****Comments:**

Anna J. Thomas, MPH
Public Health Director

Philip J. Alexakos, MPH, REHS
Deputy Public Health Director

Elaine M. Michaud, JD, MPH
Deputy Public Health Director



CITY OF MANCHESTER
Health Department

BOARD OF HEALTH
Patricia Anglin, BSN, RN, NCSN
Christopher Moriarty, DMD
Lara Quiroga, M.Ed.
Ashwini Saxena M.D., Ph.D.
Mary Naczas Seigle, BSN, RN, CHPN

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Anna Thomas, MPH
Public Health Director

Date: April 15, 2025

RE: New Funding: Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voices

The Manchester Health Department has received funding in the amount of \$24,893 from the Bloomberg American Health Initiative. This project will provide significant value to local efforts to address disparities in the imposition of pretrial detention and school suspensions for Opportunity Youth, and builds off of our 2023 BAHF-supported efforts in increasing awareness and visibility of the recognized risk and protective factors related to disconnection of Manchester's youth. Local data collection and analysis and community feedback on these disparities will further inform disconnection factors and result in actionable policy recommendations.

As such, we have requested that the Planning and Community Development prepare the appropriate CIP Amending Resolution and Budget Authorization Forms necessary for the implementation of this program.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

We thank the Committee for their consideration.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty-Four Thousand Eight Hundred Ninety-Three Dollars (\$24,893) for the FY2025 CIP C410020125 Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voice.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$24,893 from the Bloomberg American Health Initiative to FY2025 CIP C410020125 Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voice;

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By adding:

FY2025 CIP C410020125 Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voice-	\$24,893	Other
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Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: C410020125

CIP Resolution: 6/4/2024

Title: Bloomberg Opportunity Youth Collaborative - Amplifying Youth Voice

Amending Resolution: 5/20/2025

Administering Department Health Department

Revision:

Project Description:

This project provides significant value to local efforts to address disparities in the imposition of pretrial detention & school suspensions for Opportunity Youth, building off of our 2023 BAHl-supported efforts in increasing awareness & visibility of the recognized risk & protective factors related to disconnection of Manchester's youth. Local data collection, analysis & community feedback on these disparities will further inform disconnection factors & result in actionable recommendations.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

Initiation Date

4/01/2025

Project Completion

3/31/2026

3/31/2026

Line Item Budget

OTHER

TOTAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$7,000.00

\$0.00

\$0.00

\$7,000.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$2,430.00

\$0.00

\$0.00

\$2,430.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$15,463.00

\$0.00

\$0.00

\$15,463.00

TOTAL**\$24,893.00****\$0.00****\$0.00****\$24,893.00****Revisions:****Comments:** Funds of \$24,893 from the Bloomberg American Health Initiative

Network of Practice Grant Proposal

1. **Project Title:** Opportunity Youth Collaborative: Amplifying Youth Voices
2. **Collaborating Organization:** City of Manchester Health Department
3. **Collaboration Organization Contact Name & Email:** Elaine Michaud, JD, MPH, Deputy Public Health Director, emichaud@manchesternh.gov
4. **Organization Contact Email:** emichaud@manchesternh.gov
5. **Organization Financial Administrator's name and email-** Gabriela Walder, Health Financial Administrator, gwalter@manchesternh.gov
6. **Collaborating BAH Initiative Staff Advisor's name, and email:** Shane Bryan, sbryan7@jhu.edu, Partnership & Engagement Officer, Bloomberg American Health Initiative
7. **Plan for Involvement of the Advisor:** Advisor Bryan's knowledge and experience in promoting health and social justice and his expertise in developing organizational collaborations will provide important guidance and support to this initiative focused on youth development and advocacy, creating stakeholder collaborations, policy recommendations and youth-led initiatives to address systemic disparities.
8. **The focus area(s):** Adolescent Health
9. **The Cross-cutting theme(s):** Equity, Policy and Evidence
10. **City/State/Territory/Tribal Locale impacted by work:** Manchester, New Hampshire
11. **Partnering organizations, other than the Collaborating Organization:**
 - City of Manchester Office of Youth Services
 - MY TURN, Inc.
 - The Youth Success Project
12. **A single sentence summary of the proposal:** This collaboration will advocate for equitable policies on pre-trial detention and school suspensions for Manchester Youth while amplifying youth voices through data-driven recommendations, roundtables, and youth-led podcasts.
13. **A description of objectives:**
 - Develop a data-supported understanding of the scope of disparities in pre-trial detention and school suspensions for Manchester youth while identifying system inequities contributing to such disparities.
 - With the participation and mentoring of a consultant from the UNH Carsey School of Public Policy, educate youth in understanding and practicing the principles of gathering, analyzing, and applying data and how these efforts can lead to successful policy development.
 - Identify and engage a group of committed community stakeholders to provide qualitative insights and support for policy solutions, with a focus on elevating youth voices in pursuing these efforts.
 - Advocate for proposed solutions which incorporate the identified contributory factors to disparate imposition of detentions and suspensions and which are tailored to the unique needs of those most impacted.
 - Further amplify youth voices and expand their outreach through youth-led creation of podcasts covering timely and relevant issues, while training youth in podcast production with the support of local multi-media professionals.
14. **A description of activities:**
 - Collect and analyze data on pre-trial detention and school suspensions for Manchester youth, identifying number of individuals affected, demographic and other trends, and contributing factors to disparities. Relying upon an established Memoranda of Understanding with the Manchester School District and the development of an MOU with the NH DOC Office of Probation and Parole which permit sharing of the relevant information, OYS staff and youth-in-

training will obtain the relevant quantitative data from these primary sources. *(Evidence/Equity/Policy)*

- Host two community roundtable discussions with Opportunity Youth, policymakers, educators, judicial system representatives, and service providers to review data findings, gather qualitative insights, and refine policy recommendations. *(Evidence/Equity/Policy)*
- Develop a policy brief with recommendations through synthesis of quantitative data analysis and qualitative roundtable discussions which presents clear recommendations for disparity to reduce disparities and promote equitable policies. *(Evidence/Equity/Policy)*
- Produce three Opportunity Youth Podcast episodes on timely and relevant topics and expand outreach to 200 additional listeners, and provide MyTurn, Inc., youth interns training in podcast production by volunteer professionals within the multi-media department of Manchester Public TV, at no cost. *(Equity/Policy)*
- Community dissemination of the final policy brief and recommendations through public presentations to educate and engage community members, policymakers, and roundtable participants in equitable solutions. *(Evidence/Policy)*

15. A description of deliverables

- Once data related to pre-trial detentions and school suspensions for Manchester youth has been **collected and analyzed**, the information will be compiled in a **publicly-available reference document** for project participants to build upon during the next phase of project.
- **Two community roundtable discussions** including Opportunity Youth, policymakers, educators, judicial system representatives, and other stakeholders will be hosted.
- **Development of a policy brief** with data-driven recommendations based on quantitative and qualitative data refined through roundtable discussion.
- Production and release of **three episodes of an Opportunity Youth Podcast**.
- **Multi-media training of youth interns** in podcast production to enable them to operate independently and train other youth.
- **Dissemination of policy brief with community presentations** to discuss findings and recommendations.

16. A timeline with specific milestones and deliverables:

Month	Milestone/Deliverable
April - June 2025	• Complete Data Collection and Analysis; • Produce Findings Reference Document
July - September 2025	• Host Two Community Roundtable Discussions
October - December 2025	• Policy Brief Development; • First Podcast Episode Production
January - February 2026	• Two additional Podcast Episodes Produced; • Intern Training Completion
February – March 2026	• Dissemination of Policy Brief • Community Presentation of Recommendations

17. An explanation of the value of the project, including its relationship to the focus areas and cross-cutting areas of the Initiative, as reflected in the document about funding priorities:

This project provides significant value to local efforts to address disparities in the imposition of pre-trial detention and school suspensions for Opportunity Youth, and builds off of our 2023 BAH-supported efforts in increasing awareness and visibility of the recognized risk and protective factors related to disconnection of Manchester's youth. Local data collection and analysis and community

feedback on these disparities will further inform disconnection factors and result in actionable policy recommendations. The stipends and gift cards incentivize participation by those with lived experience and ensure meaningful engagement in data collection, analysis, and advocacy. Concurrently, the launching of the Opportunity Youth Podcast provides a platform to amplify youth voices and share stories of resilience to a broader audience further encouraging engagement. Significantly, the involved youth will be empowered to drive systemic change by providing them with the knowledge and tools to utilize data to support advocacy with the provided guidance of the Policy Consultant, along with the technical skills and experience to broadly disseminate their positions via podcast as taught by participating media professionals. The project's multi-faceted approach ensures both immediate and long-term impact, advancing the initiative's goals of inclusion, leadership, and innovation.

18. A list of key organizations, faculty, staff and/or students involved:

City of Manchester Health Department

- Elaine M. Michaud, JD, MPH, Deputy Public Health Director
- Kayleen Janus, Community Epidemiologist

City of Manchester Office of Youth Services ("OYS")

- Michael Quigley, Director
- Kristen Treacy, Youth Services Manager

MyTurn, Inc. – Manchester-based non-profit working with vulnerable youth populations with barriers to success

- Allison Joseph, Executive Director
- Reda Shehabeldin, Youth Outreach Intern
- Seth Shea, Youth Outreach Intern

The Youth Success Project ("YSP") - Youth-led organization advocating for opportunity youth and youth experiencing homelessness

- Molly Houle, Program Director
- Yia Marrero, Program Intern

19. Sustainability plan for the project:

20. The resulting policy recommendations for this initiative will serve as a foundation for ongoing advocacy, with the Opportunity Youth Podcast amplifying youth voices, systemic challenges, and solutions. Through continued stakeholder engagement, including ongoing and future roundtable discussions and collaborations with the Opportunity Youth Collaborative, these recommendations will translate into actionable change. By integrating data-driven insights and firsthand youth experiences, the initiative will not only inform policy but also foster long-term community investment in equitable solutions. With learned skills in data utilization, advocacy and multi-media communications, the youth will be enabled to continue their efforts beyond the project term and directly train the next youth and intern cohort in data collection and analysis and the podcast production and distribution, ensuring their voice is heard. The project's multi-faceted approach ensures that youth remain at the forefront of advocacy efforts, shaping policies that directly impact their futures.

21. Budget Requested and Budget Justification explaining each line item of the budget (\$24,893):

- **Intern Stipends (\$8,000)** - A total of five interns from MY TURN and the Youth Success Project, selected based upon their participation in the Opportunity Youth Task Force overseen by OYS and their work in developing the Opportunity Youth Collaborative, will receive \$20/hour stipends over 80 hours for their roles and time spent on data collection (30%), podcast production (40%), and youth-led advocacy (30%).

- **Youth Participant Gift Cards (\$2,000)** - Ten Opportunity Youth Collaborative participants with lived experience will receive permitted gift cards to recognize their contributions to research, discussions, and project activities. Each participant will receive a \$50 gift card at each milestone of (1) attending at least three bi-weekly Opportunity Youth Collaborative meetings, (2) participating in the first roundtable discussion, (3) participating in the second roundtable discussion, and (4) contributing to the final project presentation or report, totaling a maximum of \$200 in gift cards per participant.
- **Podcast Technology (\$450) & Recording Equipment (\$980)** – In order to provide for professional podcast production, one laptop (Acer Aspire 5) will be required for smooth audio editing and production utilizing software programs and platforms, detailed below. High quality recording equipment will also be purchased, including two microphones, two stabilizing boom arms, two headphone sets, a portable recorder for mobile recording and multi-person interviews, a lighting kit to enhance visual quality, an external hard drive for secure storage of raw audio files and backups, and an audio interface device for professional-grade sound input/output. *We respectfully request the ability to retain this technology and equipment beyond the grant period as it will allow for continued high quality podcasting, ensure future training of new participants in podcast production and distribution, and create a sustainable platform for youth-led conversations.*
- **Podcast Production Software Subscriptions & Platform User Accounts (\$500)** – Subscriptions to software tools Adobe Audition will enable high quality recording and seamless editing for the podcast production, while subscriptions to Buzzsprout Hosting & Distribution and Canva Pro will allow for podcasting hosting and effective distribution and outreach.
- **Podcast Distribution and Marketing (\$1,500)** – To maximize the reach of the Opportunity Youth Podcasts, distribution will be managed through platforms such as Squarespace or Wix, ensuring accessibility to a broad audience. Marketing efforts will focus on social media promotion, purchasing ad time on YouTube, Instagram and Facebook, along with targeted outreach to youth-serving organizations, and collaborations with community partners to increase engagement and listenership. Branded merchandise, including T-shirts, tote-bags, and stickers will also heighten visibility.
- **Data & Policy Development Technology (\$1,000)**** - To ensure effective data collection, research and policy development, Opportunity Youth participants will be provided with tablets and laptops - one Acer Aspire 5 Laptop (\$500) for research and documentation and two Samsung Galaxy Tab A8 Tablets for on-the-go data collection and participant engagement. *We also respectfully request the ability to retain this technology to allow training of new youth participants in research and advocacy efforts, support future research projects and progress tracking, and provide necessary technology for operations to facilitate virtual youth collaboration, share presentations, and maintain critical discussions.*
- **Data & Policy Development Supplies (\$200)** – As part of group discussions, brain-storming sessions, and strategy mapping, Opportunity Youth participants will require notebooks, pens markers, flipcharts, and easel pads to organize research information and facilitate collaboration.
- **Consultant: Kevin Pajaro-Marines, University of New Hampshire Carsey School of Public Policy (\$7,000)** - Mr. Pajaro-Marinez, the Assistant Director of Equity and Inclusion for the Carsey School and a Phillips Exeter Academy Fellow, will provide mentorship and training to Opportunity Youth participants in data collection, analysis, and policy development to ensure project success, while identifying key indicators, secondary data sources, and benchmarks for the policy brief publication and develop plan for community presentation of final policy brief.

- **Roundtables and Community Presentation Event Costs (\$700)** - Two Community Roundtables will be held for youth and stakeholder discussion and development of policy brief recommendations. A Community Presentation will later be held for final brief dissemination, education, community engagement and networking. Costs will cover venue rental, printed agendas, handouts, and light refreshments.
- **Distribution costs for Final Policy Brief (\$300)**- Funds will cover printing, digital distribution, and outreach to ensure the policy brief reaches key stakeholders and decision-makers, including youth-serving organizations and advocacy groups, particularly those unable to attend in-person session.
- **Indirect Costs (\$2,263)**- City of Manchester Health Department indirect costs related to staff participation, grant reporting and financial management of grant funds.

Johns Hopkins Bloomberg School of Public Health
 Bloomberg American Health Initiative
 City of Manchester Health Department
 Elaine Michaud, Deputy Public Health Director
emichaud@manchesternh.gov
 Gabriela Walder, Financial Administrator
gwalder@manchesternh.gov
 Proposed Period of Work: April 1, 2025 - March 31, 2026

Personnel Name	Salary Requested for 12 Months	Effort	\$ Amount	Fringe	Total Budget
Total Personnel Support					\$0

Other Expenses	Description	Quantity	
Intern Stipends	Payment for interns working through MyTurn and The Youth Success Project on grant deliverables	\$20/hr	\$20/hr x 80 hours x 5 opportunity youth \$8,000
Youth Participant Gift Cards	Gift card incentives to 10 key organizational leaders of Opportunity Youth Collaborative for participation/engagement in contributing to grant deliverables	40 gift cards @ 10 opportunity \$50 Youth @ 40 x \$50 gift cards	\$2,000

Podcast Technology	Podcast Laptop (Acer Aspire 5) for smooth audio editing and production	\$450/each	1	\$450
Podcast Equipment	Podcast Recording and Editing Equipment for professional podcast production: 2 Audio-Technica ATR2100x-USB Microphones for clear, high-quality vocal recording; 2 Audio-Technica ATH-M20x Headphones; 1 Focusrite Scarlett 2i2 Audio Interface; 2 Boom Arms with Pop Filters; 1 Zoom PodTrak P4 Portable Podcast Recorder; 1 External Hard Drive (2TB) ; - Lighting Kit for Video Podcasts.	\$100/ea = \$200 \$50/ea = \$100 \$180 \$50/ea = \$100 \$200 \$100 \$100		\$980
Podcast Software & Platform User Accounts	Software subscription and user account costs for podcast production, editing, and distribution for 3 podcasts: - Adobe Audition Subscription; - Buzzsprout Hosting & Distribution; - Canva Pro Subscription for marketing graphics, social media promotions, and cover art.	\$240/yr \$140/yr \$120/yr	1 year	\$500
Podcast Distribution & Marketing	Targeted outreach and promotion of podcast through: - Squarespace / Wix dedicated webpage for embedded episodes, transcripts, and blog content; - Facebook, Instagram, and Youtube targeted ad campaigns; - Branded Merchandise (Stickers, T-shirts, or Tote Bags) giveaways	\$250/yr \$1,000/yr \$250/yr	1 year	\$1,500

Data & Policy Development Project: Technology	Essential technology to support data collection, research, and policy development: 1 Acer Aspire 5 Laptop for research, documentation, and report writing. 2 Samsung Galaxy Tab A8 Tablets for mobile data collection and participant engagement.	\$500/ea \$250/ea = \$500	1	\$1,000
Data & Policy Development Project: Supplies	Supplies and Materials to support data collection, research, and policy development. Costs include: - Flipcharts and Easel Pads - Notebooks and Pens - General Office Supplies (Folders, Sticky Notes, Highlighters, Markers, Printing Paper, etc.) - These supplies will ensure participants have the necessary tools for effective research, planning, and advocacy. Office supplies and research supplies, etc., used for project development and team meetings	\$80 \$60 \$60		\$200
Consultant: Carsey School of Public Policy, Kevin Pajaro-Marinez	Provide mentorship and coaching to five interns for data, advocacy and policy development; attend quarterly meetings with project leadership; and develop a recommendation plan for the community presentation on final deliverables	\$200/hr	35 hours	\$7,000
Event Costs- 2 Community Roundtables	Two roundtables of 12-15 attendees for engagement to produce policy/advocacy deliverables: - Venue Rental (JobCorps) – \$50/session - Printed Materials (discussion guides, informational packets) - \$50/session - Refreshments (beverages snacks) - \$50/session	\$150/session	2 sessions	\$300

Event Costs- Community Presentation	Public presentation/education on policy brief recommendations (50-75 attendees): - Venue rental/AV equipment (Manchester Community College) – \$200 - Printed materials (agendas, handouts, name tags) - \$100 - Refreshments (water, coffee, snacks) - \$100	\$400/session	1 session	\$400
Distribution costs for Final Policy Brief	Printing and digital distribution to key stakeholders, decision makers and public - Color Printing & Binding hard copies; \$150 / 75 copies - Digital Distribution & Email Marketing using Mail Chimp platform \$100/yr - Postage & Mailing Costs \$50/ 35 mailings			\$300
Total Non-Personnel				\$22,630
Total Direct Costs				\$22,630
Indirect Costs		Manchester Health Department - 10%		\$2,263
TOTAL BUDGET				\$24,893

Approved by:

Date: _____

Chief of Police
Allen D. Aldenberg
Assistant Chief
Peter A. Marr



Commission
John G. Cronin, *Chairman*
Manny Content
Eva Castillo
John Mercier
Gene Brown

CITY OF MANCHESTER

Police Department

April 9, 2025

To: Alderman Morgan, Chairman, CIP Committee
From: Whitney Dade, Grant Coordinator

Re: BJA FY24 Project Safe Neighborhoods (PSN) Formula Grant Program

Attached is a copy of the BJA FY24 Project Safe Neighborhoods (PSN) Formula Grant Program Award in the amount of \$84,045.00. Of this total grant award \$29,959 has been subawarded to the Town of Londonderry, New Hampshire for a National Integrated Ballistic Information Network (NIBIN) Trailer project to support the ongoing NIBIN initiative.

This grant is for 10/1/2024 to 9/30/2027.

The funds breakdown is as follows:

Travel	\$3,738
Subawards	\$80,307

Please process this as a project for approval.

Sincerely,

Whitney Dade

Whitney Dade
Grant Coordinator

Michael L. Briggs Public Safety Building
405 Valley Street • Manchester, New Hampshire 03103 • (603) 668-8711 • FAX: (603) 668-8941
E-mail: ManchesterPD@manchesternh.gov • Website: www.manchesterpd.com

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY



City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2025 Community Improvement Program, authorizing and appropriating funds in the amount of Eighty-Four Thousand Forty-Five Dollars (\$84,045) for the FY2025 CIP C330040025 BJA FY24 Project Safe Neighborhoods (PSN).”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2025 CIP as contained in the 2025 CIP budget; and

WHEREAS, the 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to appropriate funds in the amount of \$84,045 from the BJA FY24 Project Safe Neighborhoods Formula Grant Program Award to FY2025 CIP C330040025 BJA FY24 Project Safe Neighborhoods (PSN);

NOW, THEREFORE, be it resolved that the 2025 CIP be amended as follows:

By adding:

FY2025 CIP C330040025 BJA FY24 Project Safe Neighborhoods (PSN)- \$84,045 Federal

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: C330040025

2025

CIP Resolution: 6/4/2024

Title: BJA FY24 Project Safe Neighborhoods (PSN)

Amending Resolution: 5/20/2025

Administering Department: Police Department

Revision:

Project Description:

The Manchester Police Department's FY24 PSN award will support the education of law enforcement across the State on how to better investigate gang related gun crime, encourage and increase the use of the National Integrated Ballistic Information Network (NIBIN), and prevent firearms from illegally entering circulation via the criminal element. Funding will be used to better investigate gang related gun crime by the use of NIBIN, the NIBIN Enforcement Support System (NESS), and E-Trace; promote better access to required equipment and programs; and increase the amount of National Instant Criminal Background Check System) NICS reports filed for prohibited persons based specifically on use/possession.

Federal Grants

Federal Grant: Yes

Grant Executed:

Environmental

Review Required: No

Completed:

Critical Events

Project Initiation

12/5/2024

Project Completion

9/30/2027

9/30/2027

Line Item Budget

FEDERAL

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$84,045.00

\$0.00

\$0.00

\$84,045.00

TOTAL**\$84,045.00****\$0.00****\$0.00****\$84,045.00****Revisions:****Comments:**

Funds in the amount of \$84,045 from a PSN Formula Grant Program Awards, \$29,959 will be paid to the Town of Londonderry for a NIBIN.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF MANCHESTER 405 VALLEY ST
City, State and Zip:	MANCHESTER, NH 03103
Recipient UEI:	CNSJJ8B31T48
Project Title: Identifying the problem places and individuals driving the violent crime and allocating the funding to programs designed to reduce the impact of these violent crime activities in NH communities	Award Number: 15PBJA-24-GG-05404-GUNP
Solicitation Title: BJA FY24 Project Safe Neighborhoods Formula Grant Program	
Federal Award Amount: \$84,045.00	Federal Award Date: 12/5/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: O Assistance Listing: 16.609 - Project Safe Neighborhoods	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: The goals of this project are to take a holistic approach to positively impacting gang related violence in the State of New Hampshire by utilizing focused and strategic enforcement. This multi-faceted approach will (1) help educate law enforcement across the state on how to better investigate gang related gun crime by the use of NIBIN (National Integrated Ballistic Information Network, NESS (NIBIN Enforcement Support System), and E-Trace - (2) to encourage and increase the use of NIBIN by making access to required equipment and programs more readily accessible, which will increase the amount of correlations and intelligence associated with gang gun violence - (3) to prevent firearms from illegally entering circulation via the criminal element by increasing the amount of NICS (National Instant Criminal Background Check System) reports filed for prohibited persons based on specifically on use/possession - which are closely associated with gang activity.	

Award Letter

December 5, 2024

Dear Kristy Goodman,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF MANCHESTER for an award under the funding opportunity entitled 2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program. The approved award amount is \$84,045.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF MANCHESTER

UEI
CNSJJ8B31T48

Street 1
405 VALLEY ST

Street 2

City
MANCHESTER

State/U.S. Territory
New Hampshire

Zip/Postal Code
03103

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
12/5/24

Award Type
Initial

Award Number
15PBJA-24-GG-05404-GUNP

Supplement Number
00

Federal Award Amount
\$84,045.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.609	Project Safe Neighborhoods

Statutory Authority
Pub. L. No. 115-185 (codified at 34 U.S.C. 60701-60705)

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2024 BJA FY24 Project Safe Neighborhoods Formula Grant Program

Awarding Agency
OJP

Program Office

Application Number

GRANT14287007

Grant Manager

Jonathan DiMartino

Phone Number

202-598-9472

E-mail Address

Jonathan.DiMartino@usdoj.gov

Project Title

Identifying the problem places and individuals driving the violent crime and allocating the funding to programs designed to reduce the impact of these violent crime activities in NH communities

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

The goals of this project are to take a holistic approach to positively impacting gang related violence in the State of New Hampshire by utilizing focused and strategic enforcement.

This multi-faceted approach will (1) help educate law enforcement across the state on how to better investigate gang related gun crime by the use of NIBIN (National Integrated Ballistic Information Network, NESS (NIBIN Enforcement Support System), and E-Trace - (2) to encourage and increase the use of NIBIN by making access to required equipment and programs more readily accessible, which will increase the amount of correlations and intelligence associated with gang gun violence - (3) to prevent firearms from illegally entering circulation via the criminal element by increasing the amount of NICS (National Instant Criminal Background Check System) reports filed for prohibited persons based on specifically on use/possession - which are closely associated with gang activity.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited

English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

Condition 2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

Condition 4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and

incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2)

committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal

nondiscrimination requirements.

Condition 13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to

acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an

award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 33

The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 34

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 35

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 36

Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

Condition 37

Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

Condition 38

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 39

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

Condition 40

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 41

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 42

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

Condition 43

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 44

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level,

make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Condition 45

The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.

Condition 46

The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.

Condition 47

The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

Condition 48

The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

Condition 49

PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.

Condition 50

The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.

Condition 51

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 52

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role

of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 53

The recipient understands that proposed subawards are approved on a provisional basis only. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.

Condition 54

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Condition 55

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 56

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

Condition 57

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

Condition 58

Recipient may not expend or drawdown more than 10% of the award funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval. Obligations, expenditures, and drawdowns prior to the ACM are made at the recipient's risk and may be disallowed if not in compliance with program requirements or approved budget.

[X] I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	12/1/24 3:51 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Business Services Officer

Name of Authorized Entity Official
Kristy Goodman

Signed Date And Time
1/15/2025 2:42 PM

Recipient: City of Manchester 405 Valley Street Manchester, NH 03103 Recipient UEI: CNSJ8B31T48	Subrecipient: Town of Londonderry 268 Mammoth Rd Londonderry, New Hampshire 03053 Subrecipient UEI: VABALUQLK5J9
FAIN: 15PBJA-24-GG-05404-GUNP	Federal Award Date: 12/5/24
Solicitation Title: BJA FY24 Project Safe Neighborhoods Formula Grant Program	
Federal Agency: Department of Justice	
Assistance Listing: 16.609 – Project Safe Neighborhoods	
Project Period Start Date: 12/5/24	Project Period End Date: 9/30/27
Budget Period Start Date: 12/5/24	Budget Period End Date: 9/30/27
Federal Award Amount: \$84,045.00	Subaward Amount: \$29,959
Business Services Officer: Kristy Goodman Manchester Police Department 405 Valley Street Manchester, NH 03103 kgoodman@manchesternh.gov	Grant Coordinator: Whitney Dade 405 Valley Street Manchester, NH 03103 (603) 792-5565 wdade@manchesternh.gov

SUBAWARD

**THE STATE OF NEW HAMPSHIRE
KNOW ALL BY THESE PRESENT
COUNTY OF HILLSBOROUGH**

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF MANCHESTER AND THE TOWN OF LONDONDERRY, NH
BJA FY24 PROJECT SAFE NEIGHBORHOODS (PSN) FORMULA GRANT PROGRAM**

This Agreement is made and entered into this 7th day of April 2025, by and between the **City of Manchester**, acting by and through its governing body, the Mayor and Board of Aldermen, herein after referred to as **"Recipient"**, and the **Town of Londonderry** herein after referred to as **"Subrecipient"** acting by and through their respective governing bodies, all of Hillsborough County, State of New Hampshire, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the "Recipient" agrees to provide the "Subrecipient" \$29,959 from the FY24 Project Safe Neighborhoods (PSN) Formula Grant Program to purchase a bullet trap, trailer, ballistic blanket, and test-fire ammunition in support of the NIBIN Initiative.

WHEREAS, the "Recipient" and the "Subrecipient" believe it to be in their best interests to reallocate the FY24 Project Safe Neighborhoods (PSN) funds.

NOW THEREFORE, the "Recipient" and "Subrecipient" agree as follows:

Section 1.

The "Subrecipient" agrees to submit to the fiscal agent, the Manchester Police Department, quarterly programmatic and expenditure reports at least fifteen days prior to federal guidelines for the fiscal agent's deadline. Supporting documentation in the form of a cover letter from the head of their respective agencies acknowledging receipt and payment for budgeted goods along with copies of purchase orders/overtime reports etc. are to be included. Additionally, the "Subrecipient" permits the "Recipient" and auditors to access records and financial statements to fulfill monitoring requirements.

The "Recipient" agrees to reimburse the "Subrecipient" a total of \$29,959 of FY24 Project Safe Neighborhoods (PSN) funds as follows:

Cost Category	Funding Amount
Equipment	\$17,345
Supplies	\$12,614
Total	\$29,959

The "Recipient" will establish and maintain an interest-bearing account for the FY24 Project Safe Neighborhoods (PSN) funds. Funds earned by the interest-bearing account will be utilized by the fiscal agent and spent in accordance with U.S. Department of Justice (Bureau of Justice Assistance) guidelines.

Section 2.

The "Subrecipient" agrees to use \$29,959 to purchase a bullet trap, trailer, ballistic blanket, and test-fire ammunition in support of the NIBIN Initiative between April 7, 2025 and September 30, 2027.

Section 3.

This funding is subject to the conditions or limitations set forth within the enclosed 15PBJA-24-GG-05404-GUNP Award Package.

Section 4.

The "Subrecipient" must liquate all financial obligations incurred under a subaward no later than 90 calendar days after the conclusion of the period of performance of the subaward.

Records pertinent to the award must be retained for a period of 3 years from the date of submission of the final expenditure report.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the "Recipient" other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against the "Recipient" and "Subrecipient" other than claims for which liability may be imposed by the Tort Claims Act.

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

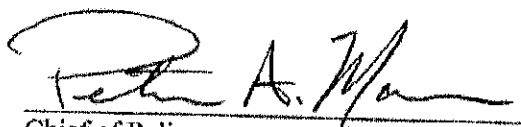
Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations expressed or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF MANCHESTER, NEW HAMPSHIRE


Chief of Police


Mayor of Manchester

TOWN OF LONDONDERRY, NEW HAMPSHIRE


Chair, Board of Selectman

Ryan J. Cashin
Chief of Department



Assistant Chiefs:
Matthew A.K. Lamothe
David Flurey
Joshua Guay

City of Manchester

Fire Department

TO: Alderman Morgan, CIP Chair

FROM: Chief Ryan Cashin

DATE: April 15, 2025

RE: Opioid Abatement Funds- 2nd Shift Community Response Unit

Earmarked in Mayor Ruais' FY26 budget is \$200,000 in Opioid Abatement money earmarked to fund the 2nd shift of the Community Response Unit. Utilizing Opioid money as opposed to general funds will help keep the tax rate down as well as make more city funds available to be used elsewhere.

For more efficient accounting purposes, I am requesting that a project be set up for these funds.

Thank you for your attention to this matter.

City of Manchester
New Hampshire

In the year Two Thousand and Twenty Five

A RESOLUTION

“Amending the FY2023 and FY2025 Community Improvement Program, authorizing, appropriating and transferring funds in the amount of Two Hundred Thousand Dollars (\$200,000) for the FY2025 CIP C300040325 Opioid Abatement - CRU 2nd Shift.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2023 CIP and 2025 CIP as contained in the 2023 CIP and 2025 CIP budget; and

WHEREAS, the 2023 CIP and 2025 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to effect the transfer of funds in the amount of \$200,000 from FY2023 CIP 211723 Opioid Litigation Settlement Trust to FY2025 CIP C300040325 Opioid Abatement - CRU 2nd Shift;

NOW, THEREFORE, be it resolved that the 2023 CIP and 2025 CIP be amended as follows:

By adding:

FY2025 CIP C300040325 Opioid Abatement - CRU 2nd Shift-	\$200,000 State
---	-----------------

By decreasing:

FY2023 CIP 211723 Opioid Litigation Settlement Trust -	\$200,000 State
--	-----------------

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: C300040325

2025

CIP Resolution: 6/4/2024

Title: Opioid Abatement - CRU 2nd Shift

Amending Resolution: 5/20/2025

Administering Department: Fire Department

Revision:

Project Description: \$200,000 in Opioid Abatement money earmarked for the 2nd shift of the Community Response Unit.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

Project Initiation

7/1/2025

Completion Date

6/30/2026

6/30/2026

Line Item Budget

STATE

TOTAL

Salaries and Wages

\$200,000.00

\$0.00

\$0.00

\$200,000.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$0.00

\$0.00

\$0.00

\$0.00

TOTAL**\$200,000.00****\$0.00****\$0.00****\$200,000.00****Revisions:****Comments:** Funds of \$200,000 from 211723 Opioid Litigation Settlement Trust

CIP BUDGET AUTHORIZATION

CIP#: 211723 Project Year: 2023 CIP Resolution: 5/17/2022
Title: Opioid Litigation Settlement Trust Amending Resolution: 5/20/2025
Administering Department: Finance Department Revision: #12

Project Description: Distribution from the State of NH for abatement purposes to fight the opioid epidemic.
NH RSA 126-A:84, IV

Federal Grants Federal Grant: No **Environmental** Review Required: No
Grant Executed: Completed:

Critical Events

1.	Project Initiation	12/20/2022
2.	Project Completion	12/31/2025
3.		
4.		
5.		
		12/31/2025

Line Item Budget

	STATE			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$675,935.09	\$0.00	\$0.00	\$675,935.09
TOTAL	\$675,935.09	\$0.00	\$0.00	\$675,935.09

Revisions: #12- 5/20/25 Decrease budget \$200,000 STATE (\$875,935.09 to \$675,935.09) transfer to CIP C300040325
#11 - 4/15/25 Decrease budget \$111,915 STATE (\$987,850.09 to 875,935.09) and transfers to CIP #211325
#10 - 3/18/25 Increase budget \$500,000 STATE (\$487,850.09 to \$987,850.09) to allow for periodic deposits.
#9 - 3/18/25 decrease budget \$201,000 STATE (\$688,850.09 to \$487,850.09) funds to 611125.

Comments: #1 - Increases budget \$70,554.12 (from \$494,918.65 to \$565,472.77).
#2 - Decrease budget by \$150,000 (from \$565,472.77 to \$415,472.77) and transfer to CIP #212023
#3 - Increase budget by \$13,077.52 (From \$415,472.77 to 428,550.29 STATE)
#4 - 9/5/23 Decrease budget by \$200,000 (from \$428,550.29 to \$228,550.29) and transfer to CIP #212023
#5- 10/3/23 Increase budget by \$65,662.94 STATE (\$228,550.29 to \$294,213.23) #6- 7/2/24 Increase budget by

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\$675,935.09

Timothy J. Clougherty
Public Works Director



Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Commission
Kathleen Sullivan, Chair
Arthur Gatzoulis, Co-Chair
Mark MacKenzie
Amber Nicole Cannan
Andre Parent

CITY OF MANCHESTER
Department of Public Works

March 31, 2025

Board of Mayor and Alderman
c/o CITY CLERKS OFFICE
One City Hall Plaza
Manchester, New Hampshire 03103

Attention: Alderman Christopher Morgan, Chairman, CIP Committee

Subject: Early CIP Project Startups – Highway Projects

Dear Alderman Morgan:

The Department of Public Works (DPW) respectfully requests that the Board of Mayor and Alderman consider taking action to approve the following projects from the Mayor's proposed FY26 CIP Budget:

- 1) FY26 Roadway Program: \$6,538,000 (bond, MTF, degradation fees)
- 2) School Parking Lot Rehabilitation (MSD bond): \$1,000,000
- 3) FY26 Parks Paving: \$300,000 (bond)

The initiation of these projects will allow for the continuation of our active roadway program and will allow us to sign contracts for the Roadway program, School Parking Lot Rehabilitation and Parks Paving programs sooner allowing for a proper length construction season and while the schools are closed for the summer.

This action is needed to bridge the gap between the fiscal calendar and the construction season. A DPW representative will attend the meeting to answer any questions. Due to the time sensitive nature of this work the Department of Public Works respectfully requests that this request be approved.

Sincerely,

Caleb B. Dobbins, P.E.
Highway Chief Engineer

cc/Tim Clougherty
Owen Friend-Gray, P.E.

CIP BUDGET AUTHORIZATION

CIP#: C500070226

Project Year: 2026

CIP Resolution:

Title: FY26 Parks Paving

Amending Resolution:

Administering Department DPW-Highway

Revision:

Project Description:

Construction, reconstruction, and/or resurfacing of Parks pavement and associated infrastructure at various locations throughout the City.

Federal Grants

Federal Grant: No

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1. Initiation Date

7/1/2025

2. Completion Date

6/30/2040

3.

4.

5.

6/30/2040

Line Item Budget

BOND

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$300,000.00

\$0.00

\$0.00

\$300,000.00

TOTAL**\$300,000.00****\$0.00****\$0.00****\$300,000.00****Revisions:****Comments:**

Planning Department/Startup Form - 07/1/20

\$300,000.00

CIP BUDGET AUTHORIZATION

CIP#: C500070126

Project Year: 2026

CIP Resolution:

Title: FY26 School Paving

Amending Resolution:

Administering Department DPW-Highway-Schools

Revision:

Project Description:

Perform pavement rehabilitation and associated infrastructure work at various locations within the Manchester School District properties

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Initiation Date

7/1/2025

2. Completion Date

6/30/2040

3.

4.

5.

6/30/2040

Line Item Budget

MSD BOND

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$0.00

\$0.00

\$0.00

Other

\$1,000,000.00

\$0.00

\$0.00

\$1,000,000.00

TOTAL**\$1,000,000.00****\$0.00****\$0.00****\$1,000,000.00****Revisions:****Comments:**

Planning Department/Startup Form - 07/1/20

\$1,000,000.00

CIP BUDGET AUTHORIZATION

CIP#: C500070326

Project Year: 2026

CIP Resolution:

Title: FY26 Roadway Program

Amending Resolution:

Administering Department DPW-Highway

Revision:

Project Description:

Annual program to preserve, resurface and/or reconstruct streets and associated infrastructure as needed. This is the continuation of a program to maintain paved streets in good condition and upgrade the City's deteriorating infrastructure. Work will include engineering consultations to maintain and update the current asset database of roadway conditions and advise DPW on upcoming paving plans. This project may include engineering.

Federal Grants

Federal Grant:

No

Environmental

Review Required:

No

Grant Executed:

Completed:

Critical Events

1. Initiation Date

7/1/2025

2. Completion Date

6/30/2045

3.

4.

5.

6/30/2045

Line Item Budget**BOND****DEGRADATION F****MTF FUNDS****TOTAL**

Salaries and Wages

\$0.00

\$0.00

\$0.00

\$0.00

Fringes

\$0.00

\$0.00

\$0.00

\$0.00

Design/Engineering

\$0.00

\$0.00

\$0.00

\$0.00

Planning

\$0.00

\$0.00

\$0.00

\$0.00

Consultant Fees

\$0.00

\$0.00

\$0.00

\$0.00

Construction Admin

\$0.00

\$0.00

\$0.00

\$0.00

Land Acquisition

\$0.00

\$0.00

\$0.00

\$0.00

Equipment

\$0.00

\$0.00

\$0.00

\$0.00

Overhead

\$0.00

\$0.00

\$0.00

\$0.00

Construction Contracts

\$0.00

\$720,000.00

\$0.00

\$720,000.00

Other

\$4,000,000.00

\$0.00

\$1,818,000.00

\$5,818,000.00

TOTAL**\$4,000,000.00****\$720,000.00****\$1,818,000.00****\$6,538,000.00****Revisions:****Comments:**

Planning Department/Startup Form - 07/1/20

\$6,538,000.00

Ryan J. Cashin
Chief of Department



Assistant Chiefs:
Matthew A.K. Lamothe
David Flurey
Joshua Guay

City of Manchester

Fire Department

TO: Alderman Morgan, CIP Chair

FROM: Chief Ryan Cashin

DATE: April 15, 2025

RE: Vehicle Barricade Trailers- License Plates

I am writing today to request 2 additional license plates for the vehicle barricade trailers. These trailers were purchased as part of the vehicle barricade grant and need to be registered.

Thank you for your attention to this matter.



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use
Building Regulation
Code Enforcement
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Nicola Strong
Deputy Director – Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director – Building Regulations

MEMORANDUM

To: Alderman Chris Morgan
Chairman, CIP Committee

From: Todd D. Fleming,
Grants Administration Manager

Date: April, 28 2025

Re: CIP #611013 & 610814 West Granite Gateway Project Phase II (232 Conant Street)
HOME Loan Recapture Reduction Request

Approximately twelve years ago, the City partnered with Neighborworks Southern New Hampshire to develop the two-family property located at 232 Conant Street. The City's investment in the project was \$448,039 of HOME funds and the property was sold to a low-income family. In accordance with HOME requirements, the sales price of \$205,000 was subsidized so that the mortgage would be affordable for a low-income family. The City currently holds the first mortgage on the property and there is a \$55,000 recapture provision if HOME requirements are not met. One of the requirements is that the owner shall remain the principal resident of the property for a period of fifteen years.

In recent weeks, a title company informed me that the property was being sold (sales price - \$680,000) and requested information on the required pay-off to the City. I informed the title company that the pay-off as of 3-31-2025 for the first mortgage would be \$164,108.72 and that the \$55,000.00 recapture provision would be due because the HOME requirements were not met for the fifteen-year affordability period.

Since that time, the owner, Adam Alvarez has requested that the \$55,000 recapture amount that is owed to the City be pro-rated. His request is included for your review. In addition, I have attached the City's security instruments.

Your review of this request and a recommendation to the full Board is respectfully requested. As the closing for this property is pending, it is requested that this item be reported out to the full Board this evening.

Fleming, Todd

From: Adam XIII <illmatic@protonmail.com>
Sent: Wednesday, April 23, 2025 8:23 AM
To: Fleming, Todd; Orr, Daniel
Subject: [External Email] Request for Pro-Rated Recapture of HOME Program Lien (232 Conant)

Alderman Chris Morgan, Chair of the CIP Committee.

I hope you're doing well.

I am writing to formally request that the recapture amount for the HOME program lien on my property be pro-rated. I understand this request will require approval from the Committee on Community Improvement and the Board of Mayor and Aldermen, and I appreciate your guidance in submitting it properly.

I have lived in the home for ten years, during which time I have made numerous improvements to the property and remained an active member of the community. The HOME program has succeeded in its goals in my case—it provided me with a path toward stability and upward mobility, and the neighborhood has benefited from the investment.

At this point, the home sale is already in progress, and the lien no longer serves its intended purpose of retaining residency or ensuring community development. Instead, it now functions solely as a financial penalty that could potentially undermine the progress the program has helped me achieve.

In light of these circumstances, I respectfully request that the lien amount be adjusted on a pro-rated basis to reflect the time I have fulfilled the program's intent and the value added to both the property and the neighborhood.

Please let me know if any further documentation is needed. Thank you for your time and consideration.

Thank you very much,
Adam Alvarez

232 Conant st.

Carmela D. Caughlin

After Recording Return To:
Beliveau, Fradette & Gallant, P.A.
91 Bay Street
Manchester, New Hampshire 03104

_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20, and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated **August 28, 2015**, together with all Riders to this document.

(B) **"Borrower"** is **Adam Alvarez, married**

Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is **Manchester Neighborhood Housing Services, Inc. d/b/a Neighborworks****.
Lender is a **Corporation** organized and existing under
the laws of **New Hampshire**. Lender's address is

801 Elm Street, Manchester, New Hampshire 03101

Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated **August 28, 2015**. The Note states that Borrower owes Lender **Two Hundred Five Thousand and no/100**

Dollars (U.S. **\$205,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2045**.

NEW HAMPSHIRE—Single Family—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3030 1/01

NEW HAMPSHIRE
ITEM 1921L1 (041013)

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(Page 1 of 15)

**Southern New Hampshire,

801 Elm Street, Manchester, New Hampshire 03101

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ VA Rider |
| ☒ 1-4 Family Rider | ☐ Biweekly Payment Rider | ☐ Other(s) [specify] |

(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time,

or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender with mortgage covenants, and with power of sale, the following described property located in the

County of **Hillsborough** :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

see Exhibit "A" attached hereto

which currently has the address of

232 Conant Street
 [Street]
Manchester, New Hampshire **03102** ("Property Address");
 [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

NEW HAMPSHIRE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3030 1/01

NEW HAMPSHIRE
 ITEM 1921L3 (041013)

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 (Page 3 of 15)

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any,

be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this

Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance

proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's

actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that

an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided

for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that

Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a

Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by Applicable Law to Borrower and other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender shall deliver to the purchaser Lender's deed conveying indefeasible title to the Property, discharged of all rights of redemption by Borrower. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

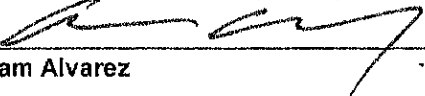
23. Discharge. The Lender, within 60 days after this Security Instrument is satisfied and having reasonable charges tendered to the Lender, shall cause the discharge of this Security Instrument to be recorded in the registry of deeds where the Property lies. The recording fees associated with the discharge of this Security Instrument may be charged to the Borrower, if the Borrower received written disclosure that such fees would be so charged. The Lender shall provide written confirmation of the discharge within the 60-day period to the payor of the final payment in satisfaction of this Security Instrument.

24. Releases. Borrower, and Borrower's spouse, if any, release all rights of homestead in the Property and release all rights of curtesy and other interests in the Property.

25. Attorneys' Fees. Pursuant to New Hampshire Revised Statutes Annotated § 361-C:2, in the event that Borrower shall prevail in (a) any action, suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 15 of this Security Instrument and in any Rider executed by Borrower and recorded with it.

***This is a purchase money mortgage.**

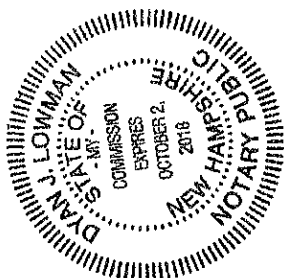
 (Seal) _____ (Seal)
Adam Alvarez -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

State of **New Hampshire**
County of **Hillsborough**

This instrument was acknowledged before me on **August 28, 2015** (date) by **Adam Alvarez**



(name of person[s]).

Ryan Lowman
Notary Public

My commission expires:

Originator Names and National Mortgage Licensing System and Registry IDs:

Organization: **Manchester Neighborhood Housing Services, Inc.**

NMLSR ID: **15577-Exempt**

d/b/a **Neighborworks Southern New Hampshire**

Individual: **Debbie Wheeler**

NMLSR ID: **1330720**

NEW HAMPSHIRE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3030 1/01

NEW HAMPSHIRE
ITEM 1921:L15 (041013)

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(Page 15 of 15)

Exhibit "A"

A certain tract of land, with the buildings thereon, situated in Manchester, County of Hillsborough, and State of New Hampshire, bounded and described as follows, to wit:

Beginning at Lot No. 3357, on the southerly side of Conant Street as shown on Amoskeag Manufacturing Company's Plan of Lands in Manchester, N.H. West of the Merrimack River dated December 1, 1880, which is kept in said Company's office; thence easterly by said Conant Street fifty-one (51) feet to other land of said Company, as shown on said plan; thence southerly at right angles with said Conant Street by said Company's land one hundred (100) feet to other land of said Company as shown on said plan; thence westerly parallel with said Conant Street by said Company's land fifty-one (51) feet to said Lot 3357; thence northerly by said Lot 3357 one hundred (100) feet to the point of beginning.

Said premises are known as Lot No. 3360 as shown on said plan and contains fifty-one hundred (5,100) square feet by U.S. Standard Measure, more or less.

Meaning and Intending to describe and convey the same premises conveyed to Adam Alvaraz by Warranty Deed NWGM Title Holding Company, LLC, dated and recorded contemporaneously herewith.

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this **28th** day of **August 2015**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **Manchester Neighborhood Housing Services, Inc. d/b/a Neighborworks Southern New**** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

232 Conant Street
Manchester, New Hampshire 03102

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

MULTISTATE
 ITEM 1790L1
 (042009)

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 (Page 1 of 3)

**New Hampshire

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

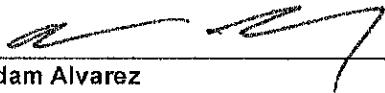
MULTISTATE 1-4 FAMILY RIDER—Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

MULTISTATE
ITEM 1790L2
(042009)

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(Page 2 of 3)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this 1-4 Family Rider.

 _____ (Seal) _____ (Seal)
Adam Alvarez -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01

MULTISTATE
ITEM 1790L3
(042009)

GreatDocs®
(Page 3 of 3)

NOTE

August 28, 2015
[Date]

Manchester
[City]
232 Conant Street
Manchester, New Hampshire 03102

New Hampshire
[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$205,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **Manchester Neighborhood Housing Services, Inc. d/b/a Neighborworks Southern New Hampshire**,

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **4.5000%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1st** day of each month beginning on **October 01, 2015**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **September 01, 2045**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **Manchester Neighborhood Housing Services, Inc. d/b/a Neighborworks Southern New Hampshire, 801 Elm Street, Manchester, New Hampshire 03101**

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. **\$1,038.70**

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0000** % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as

this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

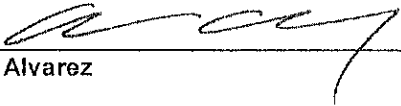
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. ATTORNEYS' FEES

Pursuant to New Hampshire Revised Statutes Annotated § 361-C:2, in the event that Borrower shall prevail in (a) any action, suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

Borrower has executed and acknowledges receipt of pages 1 through 4 of this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 _____ (Seal) _____ (Seal)
Adam Alvarez -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:
Organization: **Manchester Neighborhood Housing Services, Inc. d/b/a**
Neighborworks Southern New Hampshire

NMLSR ID: **15577-Exempt**

Individual: **Debbie Wheeler**

NMLSR ID: **1330720**

Pamela D. Coughlin

Once recorded, return to:
Beliveau, Fradette & Gallant, PA
91 Bay Street
Manchester, NH 03104

This document has been electronically recorded
at the above Indicated Registry of Deeds by the
law firm of Beliveau, Fradette & Gallant, PA

MORTGAGE DEED

Mortgage Deed between, **Adam Alzarex**, single, with a mailing address of 232 Conant Street, Manchester, County of Hillsborough, State of New Hampshire, 03102 ("Mortgagor") and the **City of Manchester**, One City Hall Plaza, Manchester, County of Hillsborough, State of New Hampshire 03101 ("Mortgagee")

WITNESSETH

To secure the payment of the principal sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) made by Mortgagee to Mortgagor in compliance with the requirements of HOME funding from the U.S. Department of Housing and Urban Development, Mortgagor hereby grants with Mortgage Covenants to the Mortgagee the land and building(s), and all the improvements and fixtures now and hereafter a part thereof, located at 232 Conant Street, Manchester, NH ("Property"), and more particularly bounded and described as follows, to wit:

Beginning at Lot No. 3357, on the southerly side of Conant Street as shown on the Amoskeag Manufacturing Company's Plan of Lands in Manchester, N.H., west of the Merrimack River dated December 1, 1880, which is kept in said Company's office; thence easterly by said Conant Street fifty-one (51) feet to other land of said Company as shown on said plan; thence southerly at right angles with said Conant Street by said Company's land one hundred (100) feet to other land of said Company as shown on said plan; thence westerly parallel with said Conant Street by said Company's land fifty-one (51) feet to said Lot 3357; thence northerly by said Lot 3357 one hundred (100) feet to the point of beginning.

Said premises are known as Lot No. 3360 as shown on said plan and contain fifty-one hundred (5100) square feet by U.S. Standard Measure, more or less.

Meaning and intending to describe and convey the same premises conveyed to Adam Alvarez by Warranty Deed of NWGM Title Holding Company, LLC, dated and recorded contemporaneously herewith.

Mortgagor hereby covenants and agrees to abide by all rules governing the purchase, maintenance and sale of the property as prescribed in the HOME Investment Partnership Program Final Rule, 24 C.F.R. Part 92, as codified on the date of this deed and hereby incorporated by reference, and all regulations promulgated thereunder, including but not limited to the eligibility requirements of 24 C.F.R. 92.252 and 92.254, which mandate that, for fifteen (15) years from the date of this Deed:

1. The Mortgagor, its successors, and assigns shall comply with the HOME Investment Partnership Program Final Rule, 24 C.F.R. Part 92, and all regulations promulgated thereunder by the U.S. Department of Housing and Urban Development ("HUD") in effect as of the date of this deed;
2. The Property shall be the principal residence of the Mortgagor;
3. The Mortgagor shall not sell, encumber, transfer, dispose of, or otherwise convey any interest in the Property, or any unit within the Property.
4. All tenants of the Property shall be "low-income families," defined by HUD as having household incomes that do not exceed 80% of the Area Median Income, with adjustments for smaller and larger families;
5. The Mortgagor shall not charge tenants of the Property a rent that exceeds the maximum, or high, HOME rent, pursuant to 24 CFR 92.252(a). The maximum, or high, HOME rent shall include rent and either all utilities or an allowance for utilities, in accordance with the annual HOME Program Rents provided by HUD in its "Home Program Rents" document, which, as of the date of this deed, can be found at <https://www.hudexchange.info/HOME/>. As of the date of this deed, the maximum HOME rent for Manchester is \$1,074.

The City of Manchester Community Improvement Program Developer Agreement, on file with the City of Manchester Planning and Community Development Department, is incorporated herein by reference. All provisions of that Agreement that apply to the "Participating Owner" shall apply to the Mortgagor, its successors, and assigns. Pursuant to that Agreement, if the Mortgagor does not comply with the requirements listed above in this Deed, or otherwise violates the provisions of the Agreement, the Mortgagee shall have the right to recapture the Subsidy, as defined in the Agreement, or demand repayment from the Mortgagor of the entire amount of HOME funds attributable to the rental unit, as explained in the Agreement.

No superior mortgage or the note secured by it will be modified without the consent of Mortgagee hereunder.

Mortgagor shall maintain adequate insurance on the property in amounts and form of

coverage acceptable to Mortgagee and the Mortgagee shall be a named insured as its interest may appear.

Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

IT IS AGREED that, on failure of the performance of the said conditions, Mortgagee shall have the statutory POWER OF SALE.

The covenants herein contained shall bind, and the benefits and advantages shall issue to the respective successors and assigns of the parties.

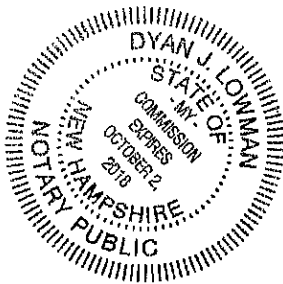
WHEREFORE, the Mortgagor executed this mortgage on this 28 day of August, 2015.

By: [Signature]
Adam Alvarez

State of New Hampshire
Hillsborough, SS

On this 28 day of August, 2015, personally appeared the above named Adam Alvarez, being known to me or satisfactorily proven to be the person whose name is subscribed above, and executed the same as his free act and deed.

[Signature]
Notary Public
My commission expires:



NOTE

\$55,000.00

Manchester, New Hampshire

Date: August 28, 2015

FOR VALUE RECEIVED, the undersigned (hereinafter "Maker(s)"), jointly and severally, promise to pay to the order of the **City of Manchester**, (hereinafter the "Holder" or "Lender"), a New Hampshire municipal corporation, having principal office at One City Hall Plaza, Manchester, NH 03101 or such other place as may be designated hereafter by the Holder hereof, the principal sum of **Fifty Five Thousand Dollars (\$55,000.00 US)** in lawful money of the United States of America, interest free, and shall be due and payable to the Holder hereof in accordance with the terms and provisions of this Note, as follows.

So long as Maker(s) continue(s) to own and occupy the Mortgage Premises identified in the Mortgage securing this Note as the primary residence of Maker(s) and its family for a term of fifteen (15) years commencing on the execution date hereof, maintaining ownership and occupancy as said primary residence throughout said fifteen year period, this Note shall be deemed paid in full and the Holder shall execute and deliver a release of the Mortgage securing this Note and this Note shall be deemed fully satisfied.

In the event Maker(s) fails to own or occupy the Mortgaged Premises throughout the term of fifteen (15) years as set forth above, the same shall be deemed a defaulted condition and the balance of this Note shall become immediately due and payable.

PROVIDED, NEVERTHELESS, that if the said Maker(s), its successors and assigns, shall faithfully perform its covenants and obligations as set forth in 24 CFR 92.254(a) (3) and 24 CFR 92.252 of the HOME Program Final Rules or the City of Manchester is repaid in the event of a resale of the property within fifteen (15) years from the date hereof, this Note shall be deemed fully satisfied and a discharge of the Mortgage securing this Note shall be issued.

It is a condition of this loan that the Maker shall not charge tenants of the rental unit located at Mortgage Premises a rent that exceeds the maximum, or high, HOME rent, pursuant to 24 CFR 92.252(s). The maximum, or high, HOME rent shall include rent and either all utilities or an allowance for utilities, in accordance with the annual HOME Program Rents provided by HUD in its "Home Program Rents" document, which, as of the date of this Note, can be found at <https://www.hudexchange.info/HOME/>. As of the date of this Note, the maximum HOME rent for a two bedroom apartment in Manchester is \$1,074.00 including a utility allowance of \$69.

This Note may, at the option of the Holder, become immediately due and payable in full, without notice or demand, upon the occurrence of any of the following events, each of

which will constitute a default hereunder: (1) failure of the Maker(s) and its family to own and occupy the Mortgaged Premises as their principal residence for a term of fifteen (15) years as provided above or (2) a default under the terms of the Mortgage or (3) a default under the terms of this Note.

Maker(s) agree(s) to pay on demand all costs of collection hereof, including reasonable attorneys' fees, whether or not foreclosure or other action is instituted by the holder in its discretion; provided, however, that Maker is entitled to recover reasonable attorneys' fees in those circumstances and on those conditions described in RSA 361-C. In the event that Maker(s) shall prevail in any action, suit or proceedings, brought by Lender, reasonable attorneys' fees shall be awarded to Maker(s).

No delay or omission on the part of the holder in exercising any right, privilege or remedy will impair such right, privilege or remedy or be construed as a waiver thereof or of any other right, privilege or remedy. No waiver of any right, privilege or remedy or any amendment to this Note will be effective unless made in writing and signed by the holder. No effective waiver of any right, privilege or remedy on any one occasion will constitute or be construed as a bar to the exercise of or a waiver of such right, privilege or remedy on any future occasion.

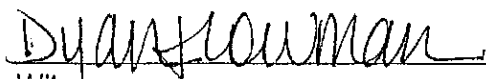
Acceptance by the Holder and payment after any default will not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any rights of the Holder under this Note.

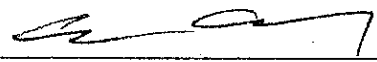
All rights and remedies of the Holder are cumulative and may be exercised singularly or concurrently. Every party to this instrument, whether as maker, endorser, surety or otherwise, hereby waives presentment, demand, notice and protest of this Note. If Maker is one or more persons or entities, then Maker's obligations under this Note are joint and several.

This Note is binding upon Maker and Maker's heirs, administrators, executors, successors, legal representatives, and assigns and inures to the benefit of the Holder and the Holder's heirs, administrators, executors, successors, legal representatives and assigns. This Note constitutes a New Hampshire contract to be governed by the laws of the State of New Hampshire and to be paid and performed therein.

This Note is pursuant to the HOME Investment Partnerships Program of the City of Manchester, NH

This Note is secured by a Mortgage of even date on the Mortgaged Premises known as 232 Conant Street, Manchester, New Hampshire.


Witness

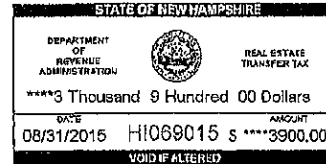

Maker: Adam Alvarez

City of Manchester -- Home Buyer Assistance Program -Effective through _____

Carmela O. Caughlin



Once recorded, return to:
Adam Alvarez
232 Conant Street
Manchester, NH 03102



This document has been electronically recorded
at the above indicated Registry of Deeds by the
law firm of Beliveau, Fradette & Gallant, PA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, **NWGM Title Holding Company, LLC**, a New Hampshire limited liability company, having an address of 801 Elm Street, Manchester, County of Hillsborough and State of New Hampshire, 03101, for consideration paid, grant to **Adam Alvarez**, married, having an address of 49 Abbey Lane #202, Goffstown, County of Hillsborough, State of New Hampshire, 03045, with Warranty Covenants, the following:

A certain tract of land, with the buildings thereon, situated in Manchester, County of Hillsborough, and State of New Hampshire, bounded and described as follows, to wit:

Beginning at Lot No. 3357, on the southerly side of Conant Street as shown on Amoskeag Manufacturing Company's Plan of Lands in Manchester, N.H. West of the Merrimack River dated December 1, 1880, which is kept in said Company's office; thence easterly by said Conant Street fifty-one (51) feet to other land of said Company, as shown on said plan; thence southerly at right angles with said Conant Street by said Company's land one hundred (100) feet to other land of said Company as shown on said plan; thence westerly parallel with said Conant Street by said Company's land fifty-one (51) feet to said Lot 3357; thence northerly by said Lot 3357 one hundred (100) feet to the point of beginning.

Said premises are known as Lot No. 3360 as shown on said plan and contains fifty-one hundred (5,100) square feet by U.S. Standard Measure, more or less.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING COVENANTS AND USE RESTRICTIONS FOR A PERIOD OF FIFTEEN (15) YEARS FROM THE DATE OF THIS DEED:

1. The Grantee, its successors, and assigns shall comply with the HOME Investment Partnership Program Final Rule, 24 C.F.R. Part 92, and all regulations promulgated thereunder by the U.S. Department of Housing and Urban Development ("HUD") in effect as of the date of this deed;

2. The City of Manchester Community Improvement Program Developer Agreement, executed on December 22, 2014 and on file with the City of Manchester Planning and Community Development Department, is incorporated herein by reference. All provisions of that Agreement that apply to the "Participating Owner" shall apply to the Grantee, its successors, and assigns.

3. The Property conveyed herein shall be the principal residence of the Grantee. The Grantee shall retain one unit within the Property as his or her principal residence, and shall not rent or lease such unit.

4. The Grantee shall not sell, encumber, transfer, dispose of, or otherwise convey any interest in the Property, or any unit within the Property. Should the Grantee do so, the City of Manchester shall have the right to recapture the amount of Fifty Five Thousand Dollars (\$55,000.00), which was paid as subsidy to the Grantee from the City of Manchester and is secured by Mortgage Deed between the Grantee and the City of Manchester of even date herewith.

5. All tenants of the Property shall be "low-income families," defined by HUD as having household incomes that do not exceed 80% of the Area Median Income, with adjustments for smaller and larger families;

6. The Grantee shall not charge tenants of the Property a rent that exceeds the maximum, or high, HOME rent, pursuant to 24 CFR 92.252(a). The maximum, or high, HOME rent shall include rent and either all utilities or an allowance for utilities, in accordance with the annual HOME Program Rents provided by HUD in its "Home Program Rents" document, which, as of the date of this deed, can be found at <https://www.hudexchange.info/HOME/>. As of the date of this deed, the maximum HOME rent for Manchester is \$1,074.00.

Meaning and intending to describe and convey the same premises conveyed to NWGM Title Holding Company, LLC by Warranty Deed of Simone Y. Battistelli a/k/a Simonne Y. Battistelli a/k/a Simone Battistelli and Susan E. O'Connor a/k/a Susan Eve O'Connor a/k/a Susan O'Connor, dated September 26, 2013 and recorded in the Hillsborough County Registry of Deeds at Book 8607, Page 2542.

IN WITNESS WHEREOF, the undersigned, has executed this instrument this 28 day of August, 2015.

Dyan Rowman
Witness

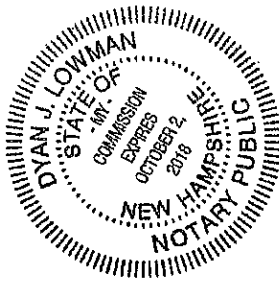
NWGM Title Holding Company, LLC

[Signature]
By: ROBERT TOUAGNY
Its: EXECUTIVE DIRECTOR

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of August, 2015 by Robert Tourigny, the duly authorized Executive Director of NWGM Title Holding Company, LLC.

Dyan Lowman
Notary Public/Justice of the Peace



NOTE

\$55,000.00

Manchester, New Hampshire

Date: August 28, 2015

FOR VALUE RECEIVED, the undersigned (hereinafter "Maker(s)"), jointly and severally, promise to pay to the order of the **City of Manchester**, (hereinafter the "Holder" or "Lender"), a New Hampshire municipal corporation, having principal office at One City Hall Plaza, Manchester, NH 03101 or such other place as may be designated hereafter by the Holder hereof, the principal sum of **Fifty Five Thousand Dollars (\$55,000.00 US)** in lawful money of the United States of America, interest free, and shall be due and payable to the Holder hereof in accordance with the terms and provisions of this Note, as follows.

So long as Maker(s) continue(s) to own and occupy the Mortgage Premises identified in the Mortgage securing this Note as the primary residence of Maker(s) and its family for a term of fifteen (15) years commencing on the execution date hereof, maintaining ownership and occupancy as said primary residence throughout said fifteen year period, this Note shall be deemed paid in full and the Holder shall execute and deliver a release of the Mortgage securing this Note and this Note shall be deemed fully satisfied.

In the event Maker(s) fails to own or occupy the Mortgaged Premises throughout the term of fifteen (15) years as set forth above, the same shall be deemed a defaulted condition and the balance of this Note shall become immediately due and payable.

PROVIDED, NEVERTHELESS, that if the said Maker(s), its successors and assigns, shall faithfully perform its covenants and obligations as set forth in 24 CFR 92.254(a) (3) and 24 CFR 92.252 of the HOME Program Final Rules or the City of Manchester is repaid in the event of a resale of the property within fifteen (15) years from the date hereof, this Note shall be deemed fully satisfied and a discharge of the Mortgage securing this Note shall be issued.

It is a condition of this loan that the Maker shall not charge tenants of the rental unit located at Mortgage Premises a rent that exceeds the maximum, or high, HOME rent, pursuant to 24 CFR 92.252(s). The maximum, or high, HOME rent shall include rent and either all utilities or an allowance for utilities, in accordance with the annual HOME Program Rents provided by HUD in its "Home Program Rents" document, which, as of the date of this Note, can be found at <https://www.hudexchange.info/HOME/>. As of the date of this Note, the maximum HOME rent for a two bedroom apartment in Manchester is \$1,074.00 including a utility allowance of \$69.

This Note may, at the option of the Holder, become immediately due and payable in full, without notice or demand, upon the occurrence of any of the following events, each of

which will constitute a default hereunder: (1) failure of the Maker(s) and its family to own and occupy the Mortgaged Premises as their principal residence for a term of fifteen (15) years as provided above or (2) a default under the terms of the Mortgage or (3) a default under the terms of this Note.

Maker(s) agree(s) to pay on demand all costs of collection hereof, including reasonable attorneys' fees, whether or not foreclosure or other action is instituted by the holder in its discretion; provided, however, that Maker is entitled to recover reasonable attorneys' fees in those circumstances and on those conditions described in RSA 361-C. In the event that Maker(s) shall prevail in any action, suit or proceedings, brought by Lender, reasonable attorneys' fees shall be awarded to Maker(s).

No delay or omission on the part of the holder in exercising any right, privilege or remedy will impair such right, privilege or remedy or be construed as a waiver thereof or of any other right, privilege or remedy. No waiver of any right, privilege or remedy or any amendment to this Note will be effective unless made in writing and signed by the holder. No effective waiver of any right, privilege or remedy on any one occasion will constitute or be construed as a bar to the exercise of or a waiver of such right, privilege or remedy on any future occasion.

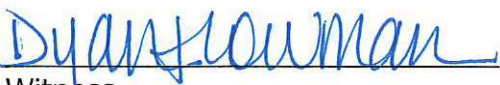
Acceptance by the Holder and payment after any default will not operate to extend the time of payment of any amount then remaining unpaid or constitute a waiver of any rights of the Holder under this Note.

All rights and remedies of the Holder are cumulative and may be exercised singularly or concurrently. Every party to this instrument, whether as maker, endorser, surety or otherwise, hereby waives presentment, demand, notice and protest of this Note. If Maker is one or more persons or entities, then Maker's obligations under this Note are joint and several.

This Note is binding upon Maker and Maker's heirs, administrators, executors, successors, legal representatives, and assigns and inures to the benefit of the Holder and the Holder's heirs, administrators, executors, successors, legal representatives and assigns. This Note constitutes a New Hampshire contract to be governed by the laws of the State of New Hampshire and to be paid and performed therein.

This Note is pursuant to the HOME Investment Partnerships Program of the City of Manchester, NH

This Note is secured by a Mortgage of even date on the Mortgaged Premises known as 232 Conant Street, Manchester, New Hampshire.


Witness


Maker: Adam Alvarez

City of Manchester – Home Buyer Assistance Program -Effective through _____

Carmela D. Caughlin

Once recorded, return to:
Beliveau, Fradette & Gallant, PA
91 Bay Street
Manchester, NH 03104

*This document has been electronically recorded
at the above indicated Registry of Deeds by the
law firm of Beliveau, Fradette & Gallant, PA*

MORTGAGE DEED

Mortgage Deed between, **Adam Alzare**, single, with a mailing address of 232 Conant Street, Manchester, County of Hillsborough, State of New Hampshire, 03102 ("Mortgagor") and the **City of Manchester**, One City Hall Plaza, Manchester, County of Hillsborough, State of New Hampshire 03101 ("Mortgagee")

WITNESSETH

To secure the payment of the principal sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) made by Mortgagee to Mortgagor in compliance with the requirements of HOME funding from the U.S. Department of Housing and Urban Development, Mortgagor hereby grants with Mortgage Covenants to the Mortgagee the land and building(s), and all the improvements and fixtures now and hereafter a part thereof, located at 232 Conant Street, Manchester, NH ("Property"), and more particularly bounded and described as follows, to wit:

Beginning at Lot No. 3357, on the southerly side of Conant Street as shown on the Amoskeag Manufacturing Company's Plan of Lands in Manchester, N.H., west of the Merrimack River dated December 1, 1880, which is kept in said Company's office; thence easterly by said Conant Street fifty-one (51) feet to other land of said Company as shown on said plan; thence southerly at right angles with said Conant Street by said Company's land one hundred (100) feet to other land of said Company as shown on said plan; thence westerly parallel with said Conant Street by said Company's land fifty-one (51) feet to said Lot 3357; thence northerly by said Lot 3357 one hundred (100) feet to the point of beginning.

Said premises are known as Lot No. 3360 as shown on said plan and contain fifty-one hundred (5100) square feet by U.S. Standard Measure, more or less.

Once recorded, return to:
Beliveau, Fradette & Gallant, PA
91 Bay Street
Manchester, NH 03104

MORTGAGE DEED

Mortgage Deed between, **Adam Alzare**, single, with a mailing address of 232 Conant Street, Manchester, County of Hillsborough, State of New Hampshire, 03102 ("Mortgagor") and the **City of Manchester**, One City Hall Plaza, Manchester, County of Hillsborough, State of New Hampshire 03101 ("Mortgagee")

WITNESSETH

To secure the payment of the principal sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) made by Mortgagee to Mortgagor in compliance with the requirements of HOME funding from the U.S. Department of Housing and Urban Development, Mortgagor hereby grants with Mortgage Covenants to the Mortgagee the land and building(s), and all the improvements and fixtures now and hereafter a part thereof, located at 232 Conant Street, Manchester, NH ("Property"), and more particularly bounded and described as follows, to wit:

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Meaning and intending to describe and convey the same premises conveyed to Adam Alvarez by Warranty Deed of NWGM Title Holding Company, LLC, dated and recorded contemporaneously herewith.

Mortgagor hereby covenants and agrees to abide by all rules governing the purchase, maintenance and sale of the property as prescribed in the HOME Investment Partnership Program Final Rule, 24 C.F.R. Part 92, as codified on the date of this deed and hereby incorporated by reference, and all regulations promulgated thereunder, including but not limited to the eligibility requirements of 24 C.F.R. 92.252 and 92.254, which mandate that, for fifteen (15) years from the date of this Deed:

1. The Mortgagor, its successors, and assigns shall comply with the HOME Investment Partnership Program Final Rule, 24 C.F.R. Part 92, and all regulations promulgated thereunder by the U.S. Department of Housing and Urban Development ("HUD") in effect as of the date of this deed;
2. The Property shall be the principal residence of the Mortgagor;
3. The Mortgagor shall not sell, encumber, transfer, dispose of, or otherwise convey any interest in the Property, or any unit within the Property.
4. All tenants of the Property shall be "low-income families," defined by HUD as having household incomes that do not exceed 80% of the Area Median Income, with adjustments for smaller and larger families;
5. The Mortgagor shall not charge tenants of the Property a rent that exceeds the maximum, or high, HOME rent, pursuant to 24 CFR 92.252(a). The maximum, or high, HOME rent shall include rent and either all utilities or an allowance for utilities, in accordance with the annual HOME Program Rents provided by HUD in its "Home Program Rents" document, which, as of the date of this deed, can be found at <https://www.hudexchange.info/HOME/>. As of the date of this deed, the maximum HOME rent for Manchester is \$1,074.

The City of Manchester Community Improvement Program Developer Agreement, on file with the City of Manchester Planning and Community Development Department, is incorporated herein by reference. All provisions of that Agreement that apply to the "Participating Owner" shall apply to the Mortgagor, its successors, and assigns. Pursuant to that Agreement, if the Mortgagor does not comply with the requirements listed above in this Deed, or otherwise violates the provisions of the Agreement, the Mortgagee shall have the right to recapture the Subsidy, as defined in the Agreement, or demand repayment from the Mortgagor of the entire amount of HOME funds attributable to the rental unit, as explained in the Agreement.

No superior mortgage or the note secured by it will be modified without the consent of Mortgagee hereunder.

Mortgagor shall maintain adequate insurance on the property in amounts and form of

coverage acceptable to Mortgagee and the Mortgagee shall be a named insured as its interest may appear.

Mortgagor shall not commit waste or permit others to commit actual, permissive or constructive waste on the property.

IT IS AGREED that, on failure of the performance of the said conditions, Mortgagee shall have the statutory POWER OF SALE.

The covenants herein contained shall bind, and the benefits and advantages shall issue to the respective successors and assigns of the parties.

WHEREFORE, the Mortgagor executed this mortgage on this 28 day of August, 2015.

By: [Signature]
Adam Alvarez

State of New Hampshire
Hillsborough, SS

On this 28 day of August, 2015, personally appeared the above named Adam Alvarez, being known to me or satisfactorily proven to be the person whose name is subscribed above, and executed the same as his free act and deed.

[Signature]
Notary Public
My commission expires:

