

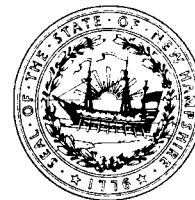


STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services

*American Canadian French Cultural Exchange Commission,
Administratively Attached*

Van McLeod, Commissioner



December 21, 2012

Her is Excellency, Governor Margaret Wood Hassan
and the Honorable Council

State House
Concord, New Hampshire 03301

100% Federal Funds

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award a Certified Local Government Grant to the town of Wakefield (vendor code 177492) in the amount of \$6,500 effective upon Governor and Council approval through September 30, 2013. Federal Funds are available in 01-34-342010-3441-072-5000574.

EXPLANATION

Construction of the Newichawannock Canal and Bridge began in the 1850's and finished after the Civil War. The canal was built by the Great Falls Manufacturing Co. to ensure water power for the textile mills in Somersworth and Rochester. The construction was overseen by stonemason, Hiram Paul. The bridge is an ashlar stone arch bridge that spans a stone lined canal which was used for water flow management from Great East Lake into the Salmon Falls River. This National Register nomination follows up on a 2010 Certified Local Government grant for the archaeological investigation of water-powered mill sites and dam. That survey brought to light the importance of this area to the mill towns along the Salmon Falls River. This grant will finish up that project with the recognition on a national level and could serve as a model for other river-front mill communities.

The Division of Historical Resources is required to set aside 10% of our federal funds for Certified Local Governments. Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG Funds. No match is required for this grant and will use 100% federal funds.

Respectfully submitted,

Van McLeod
Commissioner

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the **Town of Wakefield** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: December 31, 2012 – September 30, 2013
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$6,500 and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

An acknowledgement of National Park Service support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, in the form of the following statement:

The activity that is the subject of this [type of publication] has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant may cease.

3. PAYMENT will be made according to the schedule in section B of the attached appendices, following Governor and Executive Council Approval.
4. FINAL REPORT: The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.
5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DIVISION HISTORICAL RESOURCES

for Elizabeth Muzzey,
State Historic Preservation Officer

Date

Approved as to form, substance and execution:

Thomas H. Al
Office of Attorney General

Date

GRANTEE

Name Kenneth Paul

Address 2 High Street
Sandownville NH 03872

Kenneth Paul
Authorized Signature

Date 12-19-12

STATE OF NEW HAMPSHIRE, COUNTY OF Carroll

The foregoing statement was acknowledged before me
this 19th day of December 2012

Julie W. Williams
Signature of Notary Public

Commission Expires 4-15-2014
My Commission Expires

NH DIVISION OF HISTORICAL RESOURCES
19 PILLSBURY ST. , 2ND FLOOR
CONCORD NH 03301-3570
603-271-3483/3559
FAX 603-271-3433

PROJECT NOTIFICATION

PROJECT TITLE: Newichawannock Canal and Bridge
National Register Project

GRANT NUMBER: 33-12-CLG-41936-02

AREA AFFECTED BY PROJECT: MULTI-STATE

FEDERAL SHARE: \$ 6,500.

NONFEDERAL SHARE: \$ 1,185.65

CONGRESSIONAL DISTRICT: 1st

TOTAL PROJECT COST: \$ 7,685.65.

1. SUBGRANTEE:

Name: Town of Wakefield
Address: 2 High Street, Sanbornville, NH
Contact Person: Pam Judge

2. NONFEDERAL MATCHING SHARE:

Donor: Town of Wakefield & Acton, Me	Donor: Town of Wakefield
Source: HDC volunteers & Acton Residents	Source: town
Kind: in-kind volunteers	Kind: in-kind advertising/press release
Amount: \$210.25.	Amount: \$175.00
Donor: Town of Wakefield	Donor: Town of Wakefield
Source: town	Source: rental space for public mtg.
Kind: in-kind travel	Kind: in-kind
Amount: \$125.40	Amount: \$400
Donor: Town of Wakefield	Donor: Town of Wakefield
Source: town	Source: town
Kind: in-kind supplies	Kind: in-kind photocopying
Amount: \$250	Amount: \$25

3. BUDGET:

	Non-Federal	Federal	Total
PAID CONSULTANTS			
Architectural Historian		\$6,500	\$6,500
VOLUNTEERS			
Commission members & Acton Maine Residents (prep for presentations & public mtgs. (39hrs at \$7.25hr)	\$210.25		\$210.25
SUPPLIES			
Supplies/materials	\$250		\$250
Newspaper Advertising/press releases	\$175		\$175
Public meeting space rental (4 public mtgs.)	\$400		\$400
Photocopying/printing	\$25		\$25
TRAVEL	\$125.40		\$125.40
TOTAL	\$1,185.65	\$6,500	\$7,685.65

4. PURPOSE:

Products: Following an archaeological and architectural history of this area with a CLG grant in 2010 to determine eligibility of the area, this community would like to follow with the next logical step in creating public awareness and some protections of this valuable resource is a National Register nomination. This is a multi-state

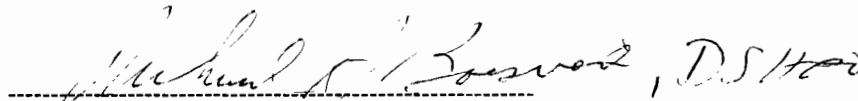
nomination since the other shoreline of this resource is located in the State of Maine in the town of Acton. The results of this National Register nomination may possibly be a model for other states sharing resources.

5. BEGINNING/ENDING DATES:

From: December 31, 2012

To: September 30, 2013

6. An Environmental Certification indicating the applicable categorical exclusions is attached.
7. No program income will be generated.
8. As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund grants Manual, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff **and** found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.



SHPO or Authorized Designee Signature

Date 12-28-12

EXHIBIT A: SCOPE OF SERVICES

- A.1. The Grantee agrees to provide and maintain supervision of the project by a person or persons, whose professional qualifications meet the criteria of 36 CFR 61 and which have received prior approval of the Division of Historical Resources, and to ensure that the grant-assisted work conforms to the applicable Secretary of the Interior's Standards and Guidelines. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.

(b) Schedule: Begin date: December 31, 2012 and end date September 30, 2013.

(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: National Register Nominations.
- A.4. The Project Notification for this project is incorporated into Exhibit A as item A.4.
- A.5. The Grantee understands and agrees that the project scope of work products, budget, and performance/reporting milestones, as approved by the Division of Historical Resources and specified in this Agreement, shall not be changed without prior written approval of the Division of Historical Resources.

EXHIBIT B: GRANT PRICE AND METHOD OF PAYMENT

- B.1. Compensation to the Grantee for approved project work under this Agreement shall be on a reimbursable matching basis, not to exceed one hundred percent (100%) of the allowable costs and matching share incurred by the Grantee in carrying out the approved project work during the approved project period. Compensation to the Grantee for its own participation in the project shall not include profit, or other increment above cost in the nature of profit. Work is to be performed by the Grantee in conformance with the Scope of Services, as described in Exhibit A above, for federal reimbursement from the Historic Preservation Fund by and through the New Hampshire Division of Historical Resources, for an amount not to exceed **Six Thousand Five Hundred dollars and no cents (\$6,500.00)** subject to:

(a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;

(b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and

(c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than one hundred percent (100%) of the total compensation due the Grantee; it shall be retained by the Division of Historical Resources until all of the obligations of the Grantee pursuant to this Agreement have been completed, all necessary documentation of same has been submitted to and approved by the Division of Historical Resources, and all work and products accomplished under this Agreement have been accepted by the Division of Historical Resources.
- B.3. It is expressly understood and agreed that the Grantee shall compile cost documentation in a form and manner specified by the Division of Historical Resources, and that it shall be forwarded to the Division of Historical Resources and retained by the Division for state and federal audits.

B.4. Invoices and progress reports shall be submitted to the Division of Historical Resources as follows:

February 28, 2013
May 31, 2013
August 1, 2013 Draft Project
September 30, 2013 Final Project Report

EXHIBIT C: SPECIAL PROVISIONS

- C.1. The work performed pursuant to this Agreement is to be treated as non-federal matching share for a Historic Preservation Fund matching grant-in-aid from the National Park Service of the U.S. Department of the Interior, to the State of New Hampshire, by and through the Division of Historical Resources. Under the terms of the grant, the State of New Hampshire and the Division of Historical Resources are administratively responsible for obtaining the Grantee's compliance with all terms of the assistance, with the Historic Preservation Fund program policies and procedures.
- C.2. The Grantee agrees to comply with all applicable federal, state, and local laws, statutes, codes, ordinances, and regulations including Title VI, section 504, and with the Americans with Disabilities Act. In addition to the terms detailed in this Agreement, all federal requirements governing grants and/or contracts are applicable, including Office of Management and Budget Circulars, Revised, A-87 or A-122, A-102 or A-110, and A-128(the Single Audit Act of 1984). The Grantee will submit a copy of the Single Audit for the time period of the Grant as soon as the Audit has been completed. Failure to comply with this condition may affect the Contractor's eligibility to receive future grants.
- C.3. The Grantee agrees to be solely responsible for all bills or claims for payment rendered by any sub consultants, associates, or others, and for all services and materials employed in its work, and to indemnify and save harmless the Division of Historical Resources and all of its officers, agents, employees, and servants, against all suits, claims, or liability of every name and nature arising out of or in consequence of the acts or failures to act of the Grantee and its associates, employees, or sub consultants, in the performance of the work covered by this Agreement. No portion of this Agreement shall be understood to waive the sovereign immunity of the State of New Hampshire.
- C.4. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize any one not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- C.5. The attached document, "Conditions and Assurances for Historic Preservation Fund Projects," as executed by the Grantee, is incorporated into Exhibit C. as item C.7.

EXHIBIT D: SUBGRANTEE INFORMATION FORM (attached)

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Monique Wood, of (insert Municipality name), Wakefield, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 12/19/2012.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed, (document the title of the official authorizing the grant, and document the name of the individual filling that position) Kenneth S. Paul, Chair, BOG, on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:

Municipality Mayor: _____

Municipality Clerk: Monique R. Wood

Municipality Treasurer: _____

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 12/19/2012

Clerk/Secretary (signature) Monique R. Wood

In the State and County of: (State and County names) NH, Carroll County

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Carroll

UPON THIS DATE (insert full date) _____, appeared before me (print full name of notary)

Antoinette A Bodah, the undersigned officer personally appeared (Insert officers name) Monique R Wood who acknowledged him/herself to be (Insert the name of municipality) Wakefield and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) Antoinette A Bodah

ANTOINETTE A. BODAH, Notary Public
My Commission Expires 9-23-2014

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, 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 MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Wakefield Member Number: 051-110186 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)
☒ General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products -Comp/Op Agg \$
			Fire Damage (each fire) \$
☒ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Other _____	7/1/2012	6/30/2013	Each Occurrence \$ 5,000,000
			Bodily Injury (per person) \$
			Bodily Injury (per accident) \$
			Property Damage (per accident) \$
☐ Excess Liability			Each Occurrence \$ N/A
			Aggregate \$ N/A
☒ Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
☒ Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	Coverage A: Statutory
			Cov. B: Each Accident \$ 2,000,000
			Disease - Each Employee \$ 2,000,000
			Disease - Policy Limit \$ 2,000,000
Description: New Hampshire Division of Historical Resources is named as Additional Covered Party relative to the CLG Grant.			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

☒ Additional Covered Party ☐ Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.</i>	
Certificate Holder: New Hampshire Division of Historical Resources 19 Pillsbury Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/19/2012</u>
Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

**Terms in quotes are defined in the Member Agreement.*