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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
DIVISION of HISTORICAL RESOURCES

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

September 6, 2018

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

**REQUESTED ACTION**

The Department of Natural and Cultural Resources respectfully requests permission to award a **RETROACTIVE** Certified Local Government (CLG) Grant to the Town of Amherst (VC #177351) for an updated survey of the Amherst Historic District in the amount of \$30,000 effective upon Governor and Executive Council approval for the period July 1, 2018 through September 30, 2019. **100% Federal Funds**

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-354010-14450000	
Federal Preservation Programs	\$30,000
072-500575 Grants to Non-Profits - Federal	

**EXPLANATION**

The Town of Amherst will utilize the grant to update and re-survey its regulated historic district to better inform its residents and Historic District Commission members when applications for properties within the district come before them for review. The information collected from the survey will be available to the public through the town's website and added to their Geographic Information System, making the information readily accessible and useable by other land use planning boards as well. The Town of Amherst was awarded CLG funding for the period July 1, 2018 through September 30, 2019. However, the signed grant agreement was not returned until recently. Although the work has not been performed, retroactive approval to July 1, 2018 is being sought to conform to the grant period noted in the agreement.

The Division of Historical Resources is required to set aside 10% of its federal funds received through the Historic Preservation Fund for CLGs. Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG funds. New Hampshire has 23 CLG communities. No match is required for this grant and will use 100% Federal funds.

Respectfully submitted,

Sarah L. Stewart  
Commissioner

GRANT AGREEMENT Grant # CLG-P18AS00073-01

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: July 1, 2018 – September 30, 2019
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$30,000 and apply it to the project(s) described in the grant application and approved budget referenced herein. 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, if applicable.
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

Elizabeth Muzzey, Sarah L. Stewart  
State Historic Preservation Officer Commissioner  
9/13/18  
Date

Approved as to form, substance and execution:  
Jill Belton 9/17/18  
Office of Attorney General Date

GRANTEE

Name TOWN OF AMHERST  
Address 2 MAIN STREET  
AMHERST NH 03031

[Signature]  
Authorized Signature  
Date 8/27/18

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 27 day of August 2018

[Signature]  
Signature of Notary Public Commission Expires 1/18/22



#### 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: July 1, 2018 and end date: September 30, 2019.
- (c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Standards for Preservation Planning.
- A.4. The Project Notification for this project is attached and incorporated into Exhibit A.
- 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 Thirty Thousand Dollars (\$30,000) 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 twenty-five percent (25%) 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 on a quarterly basis as follows:

October 31, 2018

January 31, 2019

April 30, 2019

July 31, 2019 Draft Product Due

September 30, 2019 Final Project Report/All Final Invoicing Received

#### 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.

**AGREEMENT  
FOR PROFESSIONAL SERVICES  
BETWEEN  
THE TOWN OF AMHERST  
AND  
THE PRESERVATION COMPANY  
HISTORIC PRESERVATION SURVEY**

**AUGUST 27, 2018**

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, Hourly Rate Schedule and Schedule of Reimbursable Expenses, which are the general terms of the engagement between The Preservation Company, hereinafter called the "CONSULTANT," and the Town of Amherst, hereinafter called the "the TOWN."

**PART I**

**PROJECT DESCRIPTION**

The Town of Amherst has received a Certified Local Government (CLG) Grant through the Division of Historical Resources (NHDHR) for the preparation of an updated survey of the Amherst Historic District. The project includes preparation of a report documenting the survey to NHDHR, and documentation of the National Register District and Local Regulatory District properties via development of survey data in ARC GIS format.

**SCOPE OF SERVICES**

The project will be completed in two phases. During the first phase, the CONSULTANT will develop the inventory, boundary and significance, characteristics, contributing vs. non-contributing, etc. The second phase will consist of documentation and report preparation, and preparation of data for inclusion in the Town's GIS system.

**Phase I**

**A. Kickoff Meeting**

A kick-off for the first phase will be an all-day initial meeting/tour, where the Town, Commission members, and the consultant all do a walk-through – it's an efficient way to provide background information to the consultant, and allows them to get familiar with the district (especially the National Register vs. Local Historic District sections). DHR will be welcome to participate in this tour/orientation.

## B. Inventory

The CONSULTANT will use the 1982 National Register nomination as a basis to review and reassess the information on the properties in the listed Historic District, updating their contributing/non-contributing status and description as necessary. The CONSULTANT will evaluate the 147 properties not previously inventoried to identify their contributing/noncontributing status. Brief written descriptions will be prepared to include style (if any), date of construction, character-defining features of note, if any, and contributing/noncontributing status, to coordinate with the information already provided on the GIS map for the properties in the National Register District.

The open spaces within the district also will be recorded and their significance and contributing status in the historic district assessed.

The inventory, presented in report format, shall include:

1. Evaluation of each of the 314 properties in the District, confirming the information included in the National Register nomination and evaluation of contributing/non-contributing status, and evaluation of the 147 properties that were not surveyed at the time of the original evaluation.
2. Brief descriptions of each property, indicating style, year of construction, contributing or non-contributing status, and any character defining attributes of note.
3. At least one (1) photograph of each property.
4. An evaluation of open spaces in the Historic District, with an assessment of whether contributing or non-contributing, and a statement of the historic importance and context.

## C. Interim Meeting

After field work is complete, the project team will confer with NHDHR and the town, in which the CONSULTANT will summarize their findings and initial thoughts regarding significance, contributing features, etc., and will receive interim direction from the TOWN and NHDHR.

## Phase II

After the interim meeting, as part of Phase II, the CONSULTANT will work closely with the TOWN to create a tabular database of all 314 properties using software compatible with the town's GIS program for their website. The database will include photographs of each property and the descriptive information prepared in Phase I of this project will be attached to each entry. The CONSULTANT will work closely with the Town during this Phase to assure that the information is incorporated smoothly into the ARCGIS software and that the maps achieved are of high quality and easily accessed by the user.

A. Documentation

The second phase will consist primarily of documenting the field effort and creating the database for input into the TOWN'S GIS system. In addition to a report to be submitted to NHDHR, all data will be presented in tabular format for incorporation into the existing GIS mapping the TOWN has created.

1. Tabular Database - Data shall be provided to the TOWN in tabular form, suitable for import into the TOWN'S GIS system. No District Form or Area Forms will be required. TOWN staff will work with the consultant to create a database in an acceptable format.
2. NHDHR Report

A report for NHDHR similar to a Historic District Area Form, but without historic background details, will be prepared, focused on the locally regulated Historic District. This report will include (but is not limited to) a summary of the survey findings and evaluation, an expanded statement of significance, period of significance, and boundary justification, a table of all of the resources in the district, a printed map and photo key, and photographs of each resource.

Elements of the report will include:

- a. Abstract or Executive Summary – a quick reference guide to the findings of the inventory;
- b. Introduction/Methods/Purpose – note the resources that exist to fill in the historical context;
- c. Description of the District – Overall characteristics such as setting, landscape characteristics, etc.;
- d. Map & Photo Map/Key;
- e. Statement of Significance for the locally regulated district (looking beyond the boundary of the National Register district and its significance);
- f. Photographs and Table of Contributing & Non-Contributing Buildings;
- g. Period(s) of Significance (also looking at the regulated district holistically and not just the National Register district);
- h. Statement of Integrity;
- i. Boundary Justification;
- j. Boundary Description;
- k. Bibliography.

B. Presentation of final report document at a meeting of the Amherst Historic Commission.

## **TOWN-FURNISHED INFORMATION**

It is understood that CONSULTANT will perform services under the sole direction of the TOWN. In the performance of these services, CONSULTANT, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality. The TOWN shall provide CONSULTANT with project-related technical data including, but not limited to, the following:

- Copies of available previous surveys and nomination forms for the Historic District and surrounding areas in the Town's possession;

CONSULTANT will rely upon the accuracy and completeness of information furnished by the TOWN as well as other members of the Project Team in connection with the performance of services under this Agreement.

## **SCHEDULE**

CONSULTANT's role is limited to the scope of services defined herein and may be subject to the direction and input of others on the project team. The delivery of CONSULTANT's services is dependent on the timely delivery of information or work products from others. It is also CONSULTANT's understanding that the TOWN is providing the ultimate direction to and coordination of all the consultants on the project team. CONSULTANT shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of CONSULTANT.

CONSULTANT anticipates commencing work within two weeks of notification of State of New Hampshire Governor and Executive Council approval, and Phase I will be completed by March 31, 2019, and Phase II will be completed by July 31, 2019. CONSULTANT will inform the TOWN of any issues which may affect the schedule, such as seasonal weather delays, additional requirements or undetermined circumstances.

## **COMPENSATION**

CONSULTANT will perform the Scope of Services contained in this Agreement on an hourly basis for a fee not to exceed \$29,445.00. Reimbursible expenses such as printing, mileage, postage and field supplies will be billed at cost not to exceed \$555.00, for a total project cost not to exceed \$30,000.00.

## **SERVICES NOT INCLUDED**

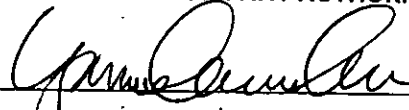
The Scope of Services for this Agreement is inclusive only of those tasks herein specified. Should any other work be required, CONSULTANT will prepare an appropriate proposal or amendment, at the TOWN's request, that contains the scope of services, fee, and schedule required to complete the additional work items.



**AUTHORIZATION**

The Preservation Company (CONSULTANT) agrees with Part I which includes the Scope of Services, Compensation, Schedule, and Part II, Terms and Conditions of Agreement, Hourly Rate Schedule and Schedule of Reimbursable Expenses (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between the Town of Amherst and The Preservation Company.

**THE PRESERVATION COMPANY AUTHORIZATION**

By   
Title owner/principal  
Date August 28, 2018

**TOWN OF AMHERST AUTHORIZATION**

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**HISTORIC PRESERVATION SURVEY,**

**AMHERST, NEW HAMPSHIRE**

**APPENDIX A**

**STANDARD TERMS AND CONDITIONS**

The engagement of The Preservation Company (CONSULTANT) by the Town of Amherst (the TOWN) is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between THE TOWN and CONSULTANT.

**SCOPE OF SERVICES.** CONSULTANT shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** CONSULTANT's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, CONSULTANT, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). CONSULTANT shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by the TOWN.

**SCHEDULE.** CONSULTANT shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. CONSULTANT shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

**PAYMENT.** Invoices will be rendered monthly and are due upon receipt.

If the TOWN fails to pay any invoice within 60 days of the receipt of invoice, CONSULTANT may, without waiving any other claim or right against the TOWN or incurring any liability for delay, suspend the services until CONSULTANT has been paid in full.

**CERTIFICATIONS.** CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot wholly ascertain. Any certification provided by CONSULTANT shall be so provided based on CONSULTANT's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than CONSULTANT's professional opinion developed through and consistent with the Standard of Care. CONSULTANT shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** CONSULTANT agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished naming the TOWN as an additional named insured.

**INDEMNITY.** The TOWN and CONSULTANT shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

The TOWN agrees to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both the TOWN and CONSULTANT, the risks have been allocated such that the TOWN agrees that to the fullest extent permitted by law, CONSULTANT's total liability in the aggregate to the TOWN and any persons or entities claiming by, through or under the TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or the amount of compensation actually paid to CONSULTANT.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the TOWN or CONSULTANT. In addition, nothing herein shall be construed as creating a contractual relationship between the TOWN and any CONSULTANT employee, representative, or consultant. The TOWN agrees that in the event of a dispute regarding this Agreement or the services rendered by CONSULTANT hereunder, THE TOWN shall only seek recourse against CONSULTANT and waives any right to pursue a claim against CONSULTANT's individual directors, officers or employees.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**HISTORIC PRESERVATION SURVEY,**

**AMHERST, NEW HAMPSHIRE**

**APPENDIX B**

**HOURLY FEE SCHEDULE**

Classification	Hourly Rate
Licensed Professional	\$ 95.00
Architectural Historian II	\$ 87.00
Architectural Historian I	\$ 65.00

**SCHEDULE OF REIMBURSABLE EXPENSES**

Direct Expenses shall be billed at cost, Mileage shall be billed at \$0.545/mile

CERTIFICATE FOR MUNICIPALITIES

I Nancy Demers, of Amherst, New Hampshire 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 July 24, 2018.

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, James M. O'Mara, Jr., Town Administrator, 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 of 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 Chairman, Board of Selectmen: Dwight Brew
Municipality Clerk: Nancy Demers
Municipality Treasurer: Elizabeth Overholt

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality,

I sign below upon this date August 27, 2018

Clerk/Secretary (signature)

[Handwritten signature of Nancy Demers]

In the State and County of: (State and County names) N.H. Hillsborough

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

New Hampshire, County of: Hillsborough UPON THIS DATE (insert full

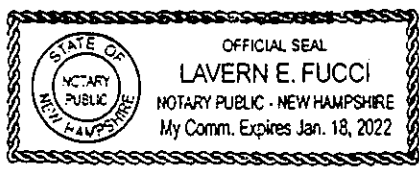
date) 8/27/18, appeared before me (print full name of notary) Lavern E. Fucci, the undersigned

officer personally appeared (Insert officers name) Nancy Demers who acknowledged

him/herself to be (Insert the name of municipality) Town of Amherst 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) Lavern E. Fucci





## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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

<b>Participating Member:</b> Town of Amherst 2 Main Street PO Box 960 Amherst, NH 03031	<b>Member Number:</b> 106	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 8/29/2018 <a href="mailto:tdenver@nhprimex.org">tdenver@nhprimex.org</a>
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

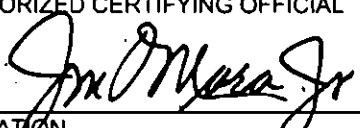
**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  8/27/18		TITLE Town Administrator
APPLICANT ORGANIZATION Town of Amherst		DATE SUBMITTED August 27, 2018