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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
BUREAU OF HISTORIC SITES

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553 E-Mail: nhparks@dred.nh.gov
Web: www.nhstateparks.org

December 5, 2017

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

REQUESTED ACTION

1. Pursuant to RSA 21-I:80, I(b), authorize the Department of Natural and Cultural Resources, Bureau of Historic Sites (Department), to enter into a **SOLE SOURCE** contract with Chasco, Inc. d/b/a Four Seasons Fence (VC #154846), Portsmouth, NH in the amount of \$25,622 for replacement of the security fence at the Fort Stark Historic Site in New Castle, NH upon Governor and Executive Council approval through November 30, 2018. **100% Capital Fund**

Funding is available as follows:

	<u>FY2018</u>	<u>FY2019</u>
03-35-35-350030-17220000		
17-228:1-XVIII:D Restorations at Historic Sites	\$15,000	\$10,622
034-500162 Capital Projects		

2. Pursuant to RSA 4:8-a, further authorize the Department to accept a donation of additional security fencing valued at \$3,500 from Chasco, Inc. to be installed around a bunker at the Fort Stark Historic Site.

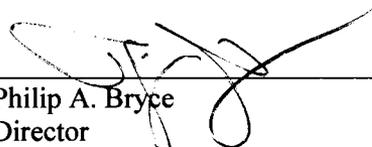
EXPLANATION

This contract provides construction services for the replacement of damaged security fencing at the Fort Stark Historic Site on New Castle Island. Due to increased vandalism and safety issues around several of the World War I era structures at the fort, the state park friends group, "*Friends of Fort Stark*" requested the help of a local fencing company, Chasco, Inc. (Chasco) to propose a replacement for the damaged security fencing. Chasco's extensive experience installing security fencing at the Portsmouth Naval Shipyard was a key factor in their selection. Chasco took special interest in this historic site and offered to install an additional section of fencing around a bunker used by the New Castle Town Fire and Police Departments for training at their own expense. For this reason we would like to respectfully request that Chasco be selected as the sole source contractor for this project.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Concurred,



Philip A. Bryce
Director



Jeffrey J. Rose
Commissioner

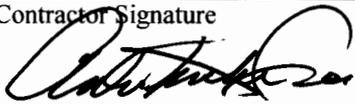
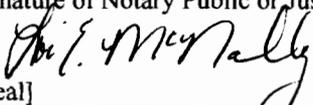
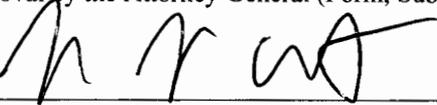
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Cultural and Natural Resources		1.2 State Agency Address 172 Pembroke Road , Concord, NH 03301	
1.3 Contractor Name Chasco, Inc. DBA Four Seasons Fence & FSF Construction Svcs.		1.4 Contractor Address 15 Banfield Road Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 436-2141	1.6 Account Number 17220000-500162-35B081AL	1.7 Completion Date November 30, 2018	1.8 Price Limitation \$25,622.00
1.9 Contracting Officer for State Agency Thomas Mansfield, Department Architect		1.10 State Agency Telephone Number 603-271-2606	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Charles W. Kuehl President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>Aug. 30, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <p style="text-align: center;">LORI E. McNALLY Commissioner of Deeds- NH My Commission Expires July 10, 2018</p>			
1.14 State Agency Signature  Date: <u>12/14/17</u>		1.15 Name and Title of State Agency Signatory <u>Jeffrey J. Rose, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel] (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/14/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF HISTORIC SITES
PLANNING AND DEVELOPMENT SECTION
FORT STARK – SECURITY FENCING
Project CAP1807**

EXHIBIT A

SUMMARY OF THE WORK: The intent of this contract is to provide the State with a new Security Fence at the Fort Stark Historical Site. The contract includes fencing at two levels:

Lower Level includes:

- Installation of 185 feet of a new 8 foot high fence made from 6 gauge galvanized chain link fence with 3 strands of galvanized barbed wire.
- One 5 foot wide single swing gate.
- Taking down and hauling existing fence
- Reusing the existing top rail as the new bottom rail

Upper Level includes

- Installation of 286 feet of a new 8 foot high fence made from 6 gauge galvanized chain link fence with 3 strands of galvanized barbed wire.
- Taking down and hauling existing fence
- Reusing the existing top rail as the new bottom rail

EXHIBIT B

Contract Price

The total contract shall not exceed \$25,622

Method of Payment

Payments shall be made upon receipt of an itemized invoice and approval of the Project Manager.

Term

This contract shall commence upon approval of the Governor and Executive Council with a completion date of **November 30, 2018**.

EXHIBIT C

There are no additional provisions to this contract.

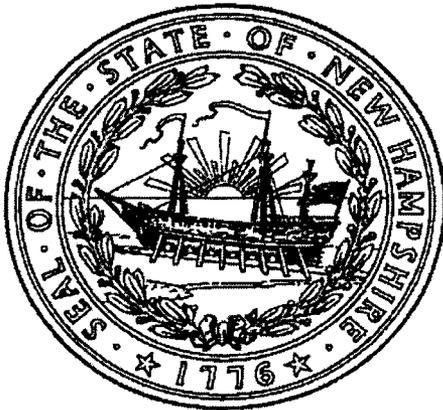
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FOUR SEASONS FENCE is a New Hampshire Trade Name registered to transact business in New Hampshire on December 27, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 334046



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: CHASCO, INC.	Business ID: 8626
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 06/12/1974	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 06/12/1974	
Principal Office Address: 15 BANFIELD ROAD, PORTSMOUTH, NH, 03801, USA	Mailing Address: 15 BANFIELD ROAD, PORTSMOUTH, NH, 03801, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2017
	Next Report Year: 2018
Duration: Perpetual	
Business Email: NONE	Phone #: NONE
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Construction	All Other Specialty Trade Contractors
2	OTHER / FENCE MANUFACTURING & INSTALLATION	

Registered Agent Information

Name: Hoefle, Daniel C, Esq

Registered Office 127 Parrott Avenue, Portsmouth, NH, 03801, USA

Address:

Registered Mailing Not Available

Address:

Trade Name Information

Business Name	Business ID	Business Status
FOUR SEASONS FENCE (/online/BusinessInquire/TradeNameInformation? businessID=109971)	334046	Active
HOME AND BUILDERS WORLD (/online/BusinessInquire/TradeNameInformation? businessID=231790)	109046	Expired
EASTCOAST POOLS AND SPAS (/online/BusinessInquire/TradeNameInformation? businessID=239279)	109063	Expired
CEDAR FOREST PRODUCTS (/online/BusinessInquire/TradeNameInformation? businessID=284017)	165804	Expired
S.C.O.R. EVENTS (/online/BusinessInquire/TradeNameInformation? businessID=332237)	274021	Expired
Chasco's Four Seasons General Contracting Division (/online/BusinessInquire/TradeNameInformation? businessID=442343)	628169	Expired
FSF Construction Services (/online/BusinessInquire/TradeNameInformation? businessID=467067)	641059	Active
CHASCO'S FOUR SEASONS GENERAL CONTRACTING DIVISION (/online/BusinessInquire/TradeNameInformation? businessID=83296)	336847	Expired
FOUR SEASONS FOREST PRODUCTS (/online/BusinessInquire/TradeNameInformation? businessID=86621)	341039	Expired

Trade Name Owned By

Name	Title	Address
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Corporate Resolution

I, Lori E. McNally, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Chasco, Inc. dba Four Seasons Fence. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on August 30, 2017
at which a quorum of the Directors/shareholders were present and voting.

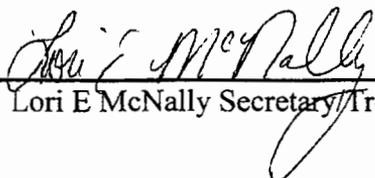
VOTED: That Charles W. Kuehl President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of
Chasco, Inc. dba Four Seasons Fence with the State of New Hampshire and any of
(Name of Corporation or LLC)

its agencies or departments and further is authorized to execute any documents which
may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the date of the contract to which this certificate is attached. 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 corporation. To the extent that there are any limits on the
authority of any listed individual to bind the corporation in contracts with the State of New
Hampshire, all such limitations are expressly stated herein.

DATED: September 27, 2017

ATTEST: 
Lori E McNally Secretary/Treasurer

USA visitors – 33 states - AL, AZ, CA, CO, CT, DC, FL, ID, IL, IN, KY, MA, MD, ME, MI, MN, MO, MS, NC, NH, NJ, NY, NV, OH, OR, PA, SC, TN, TX, VA, VT, WA, WI

2016

Visitors noted in guest book

1,254

FOREIGN COUNTRIES - 9

Armenia, Australia, Canada (Montreal, Ontario, Quebec), England, Germany, Holland, New Zealand, Poland, Wales

STATES - 33

AL, AZ, CA, CT, CO, DC, FL, GA, HI, IL, IN, KY, MA, MD, ME, MI, MS, NC, ND, NH, NJ, NY, OH, OR, PA, RI, SC, TN, TX, VA, VT, WA, WV

In recent years, Joan Hammond and I have created new displays on the following subjects: shipwrecks which occurred around New Castle, World War II Harbor Defenses, German submarines which surrendered at the Portsmouth Naval Shipyard and Camp Langdon, which is currently the New Castle Common. There are more new exhibits in the works: a first-hand account of a rowing race to the Isles of Shoals and a discussion about whether German subs tried to enter Portsmouth Harbor during World War II.

Last year the Coastal Defense Study Group had their annual conference in Portsmouth and Fort Stark was one of their stops on their tour of coastal defenses in our area.

This is only a sampling of what has been accomplished and what is being planned for the future. This is all done by the voluntary donations of our visitors. New exhibits come into being when enough money accrues for us to get them produced. We appreciate the help the state has given us with printing brochures, putting on a new roof, porta potties, a dumpster, grass mowing and a new sea wall to keep the ocean from destroying the old war fortifications. I hope the state will be able to help us to continue to maintain and improve the historic site in the future.

Sincerely,



Carol A. White
Fort Stark Volunteer

Cc: Benjamin Wilson, Director, Bureau of Historic Sites
Jeffery Rose, Commissioner, Department of Resources of Economic Development

AUG 29 2017

His Excellency, Governor Christopher T. Sununu

August 5, 2017

and the Honorable Executive Council
State House
Concord, NH 03301

Dear Governor Sununu,

As you may know, the Town of New Castle has several historic sites that are visited by several patrons each year. One of those locations is the 10 acre historic park known as Fort Stark. Over several years after this installation had been closed it had been forgotten about. The vegetation and natural wear from the weather had made it become a "ghost town".

I have been a volunteer since 2011 and a police officer in the community since 2010. I have had several interactions with both visitors and the Friends of Fort Stark in which I have become very active in the cleanup and safety of the park. It has been noticed and documented that for several years there has been countless hours of cleanup and repair to the facilities.

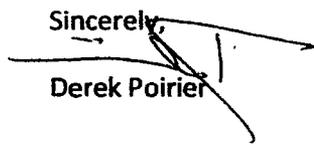
For example the Command and Control building, also known as the White Building, has an 8' fence surrounding it with barbed wire on the top. For many years this has been a haven for trespassers with either curious intention, individuals that were involved with alcohol, drugs, malicious intent with spray painting, or just to destroy the contents inside. There have been an extreme amount of people including juveniles and adults that have been arrested for being in the fence line as well as the building itself. All may have been aware that they were not allowed to be there, but because of the poor conditions of the enclosure combined with curiosity of the unknown this puts them in harms way of the deteriorating building.

As I stated earlier I am a volunteer and have contributed free time in helping restore the Fort to a visitor friendly location. During my time there I have had a large role in landscaping the hillside in which my children were involved. I have spoken to local companies who had donated materials. The White Building and its fence have been sealed and repaired several times. Entry had been gained through the fence by holes that have been cut/re opened after the repair had happened. The building has windows that have been sealed either by brick or other materials to discourage the trespassing. Also there have been large parts of the building that have been falling off without warning due to age. Unfortunately, as much as we try and keep up with "band aids" to have an area that is safe and eye catching to the locals as well as the visitors, we could use a helping hand.

I have been in contact with Ben Wilson, Director of Historic Parks for New Hampshire, who has been very helpful in his role as such. Mr. Wilson has listened to the Friends of Fort Stark as well as all parties involved and has seen first-hand the progression of the park.

With the help of the parties involved and hopefully the blessing from you, the Governor of New Hampshire, we can bring this location to a new level for all the visitors to enjoy in the years to come.

Sincerely,


Derek Poirier

P.O. Box 226
New Castle NH 03854-0226
August 24, 2017

RECEIVED

AUG 28 2017

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

Dear Governor Sununu:

I have been a volunteer at Ft. Stark Historic State Park since 2009 when the people of New Castle restored the park to its present condition.

One of the major problems then and now has been the security fence around the HECP (Harbor Entrance Control Post).

The fence is old and needs to be replaced. It is an attractive nuisance for many people, young and old, and an accident waiting to happen.

We have already had one death inside this area; it was a suicide. We do not want another one to happen.

New Castle Police Dept. also, strongly supports this effort to replace the fencing.

For these reasons, I support the fencing contract being proposed by the Bureau of Historic Sites.

Sincerely,



Mike McAndrew
Fort Stark Volunteer

Cc: Benjamin Wilson, Director, Bureau of Historic Sites
✓ Jeffery Rose, Commissioner, Department of Resources of Economic Development

579 Sagamore Avenue, Unit 28
Portsmouth, NH 03801
August 22, 2017

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

Dear Governor Sununu:

I wanted to take this opportunity to emphasize my concerns with the current fencing at the Fort Stark Historic Site, around the areas that need to be closed to the public, especially the HECP (Harbor Entrance Control Post). I specifically want to support the proposed fencing contract being brought forward by the Bureau of Historic sites. As you know, these concrete structures continue to deteriorate and yet attract much curiosity amongst our visitors.

To briefly summarize, our dedicated group of volunteers works hard to perform weekly maintenance of the park, to get our Visitor Center ready for the season, to research, create and fund new displays, and to open our visitor center each Saturday from Memorial Day to Labor Day. Each year, since 2009, we have had close to or over one thousand visitors from around the world and from more than 30 states. We always enjoy sharing the history of our area with these visitors. Many take the time to walk the park using the information pamphlets provided by the state. It is very rewarding for us to see people, especially New Hampshire residents, exclaim "I never knew this place was here. This is fantastic." Many ask if the park is open during the week. They want to come back and bring family and friends with them to share this exceptional place.

Over the last few years we have also added and expanded flower gardens around the visitor center and identified wild flower areas that should not be mowed during the summer. We enjoy volunteering our time this way to add to the beauty of the park.

We constantly have people whose curiosity overrules their good sense. They enter under the existing fencing to explore or climb the HECP or vandalize and deface the site and leave their graffiti tags where everyone can see. Even with the several signs that clearly state, "No Trespassing", human nature suggests there will always be people who disregard our signs. Our biggest fear is that someone someday will crawl under the existing fence, get seriously hurt and that this might possibly force the closure of this beautiful site to all of us.

It is clearly time for improved fencing around the HECP. Many would suggest this effort is long overdue. We should not wait until we have someone get hurt before we act. I am writing to show my support for the new fencing project and would encourage you to proceed as quickly as you can to get this completed.

Thank you for all your support for our volunteer efforts. It is rewarding to know that you appreciate our efforts.

Sincerely,

Handwritten signatures of Joan Hammond and Glenn Hammond. The signature for Joan Hammond is written in a cursive style, and the signature for Glenn Hammond is also in cursive, appearing to be written over or next to the first signature.

Joan Hammond
Glenn Hammond
Fort Stark Volunteers

Cc: Benjamin Wilson, Director, Bureau of Historic Sites
✓Jeffery Rose, Commissioner, Department of Resources of Economic Development