



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of CULTURAL RESOURCES  
*State Council on the Arts, Division of Historical Resources  
 State Library, Film & Television Office,  
 Commission on Native American Affairs (administratively attached)*

20 Park Street  
 Concord, New Hampshire 03301



VAN McLEOD  
 Commissioner  
 Van.McLeod@dcr.nh.gov

TEL: 603-271-2540  
 FAX: 603-271-6826  
 www.nh.gov/nhculture

August 18, 2014

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award a Certified Local Government Grant in the amount of \$8,034.20 to the City of Keene (vendor code 177417) to conduct a Certified Local Government Training session effective upon Governor and Council approval through September 30, 2014.  
 100% Federal Funds.

Funds are available in the account titled Federal Preservation Program as follows:

	<u>FY2015</u>
01-34-34-342010-34410000-072-500574 Grants-Federal	\$8,034.20

Explanation

This grant makes it possible to hold an all-day training for New Hampshire's Historic District Commissions and Certified Local Governments (CLG). The City of Keene, a CLG, has offered to host this event on September 19, 2014 which will bring professionals from the National Alliance of Preservation Commissions (NAPC) Commission Assistance and Mentoring Program (CAMP) to New Hampshire. This training will be designed for the specific needs of New Hampshire's Historic District Commissions and will cover legal and planning issues along with standards and guidelines.

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

GRANT AGREEMENT Grant # CLG-13-07

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: July 15, 2014-September 30, 2014
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$8,034.20 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

Elizabeth Muzzey

Elizabeth Muzzey,  
State Historic Preservation Officer

8/13/14  
Date

Approved as to form, substance and execution:

Romania Drid 8-27-14  
Office of Attorney General Date

GRANTEE

Name City of Keene  
Address 3 Washington Street  
Keene, NH 03431

John L. Mack  
Authorized Signature  
Date 7/22/14

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 22nd day of July 20 14

Barbara DiNapoli  
Signature of Notary Public Commission Expires  
**BARBARA DiNAPOLI, Notary Public**  
**My Commission Expires July 28, 2015**

## 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 Planning, Identification, Evaluation and Registration, 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 15, 2014 and end date: September 30, 2014.
- (c) Standards: The applicable Secretary of the Interior's Standards and Guidelines Planning, Identification, Evaluation and Registration for this contract.
- 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 **Eight Thousand Thirty Four Dollars and Twenty Cents (\$8,034.20)** 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.

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

PROJECT NOTIFICATION

PROJECT TITLE: NAPC/CAMP Training for  
Historic District Commissions

GRANT NUMBER: 33-CLG-13-07

AREA AFFECTED BY PROJECT: STATEWIDE

FEDERAL SHARE: \$ 8,034.20

NONFEDERAL SHARE:\$

CONGRESSIONAL DISTRICT: all

TOTAL PROJECT COST: \$ 8,034.20

1. SUBGRANTEE:

Name: City of Keene  
Address: 3 Washington Street, Keene, NH  
Contact Person: Karen Purinton, City Planner

2. NONFEDERAL MATCHING SHARE:

Donor: City of Keene  
Source: personnel  
Kind: in-kind  
Amount: \$534.20

3. BUDGET:

	Non-Federal	Federal	Total
<b>PAID STAFF</b>			
Karen Purinton, City Planner (\$27.71 per hour for 20 hours)		\$534.20	\$534.20
<b>PAID CONSULTANTS</b>			
NAPC/CAMP trainers Incl. additional 20seats @ \$25 per seat		\$7,500.	\$7,500
<b>TOTAL</b>		<b>\$8,034.20</b>	<b>\$8,034.20</b>

4. PURPOSE:

**Products:** This training with the CAMP program will assist Certified Local Governments and other Historic District Commissions in New Hampshire to receiving training to strengthen their commission defensible decisions and understand their role in their communities better.

5. BEGINNING/ENDING DATES:

From: July 15, 2014  
To: September 19, 2014

6. No program income will be generated.

7. 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 Preservation Planning." 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

8/15/14  
Date

CERTIFICATE FOR MUNICIPALITIES

I, Patricia A. Little, of Keene, 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: June 19, 2014.

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, City Manager John MacLean, 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 resolutions, 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: Kendall W. Lane
Municipality Clerk: Patricia A. Little
Municipality Treasurer: Steve Thornton

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date July 22, 2014 Clerk/Secretary Patricia A. Little

In the State and County of: Cheshire, New Hampshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Cheshire, UPON THIS DATE 7/22/14, appeared before me, Patricia A. Little, the undersigned officer personally appeared John MacLean, who acknowledged himself to be the City Manager of the City of Keene, New Hampshire and that being authorized to do so, he 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. COLLEEN H. KOLASIENSKI, Notary Public
My Commission Expires August 22, 2017
Colleen H. Kolasienski (Signature of Notary)
(Date of Expiration)



## 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> City of Keene 3 Washington Street Keene, NH 03431-3191		<b>Member Number:</b> 210	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<b>X</b>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b>  <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	<b>Each Occurrence</b>	\$ 5,000,000
				<b>General Aggregate</b>	\$ 5,000,000
				<b>Fire Damage (Any one fire)</b>	\$
				<b>Med Exp (Any one person)</b>	
<b>X</b>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	7/1/2014	7/1/2015	<b>Combined Single Limit (Each Accident)</b>	\$5,000,000
				<b>Aggregate</b>	\$5,000,000
<b>X</b>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2014	1/1/2015	<b>X</b> <b>Statutory</b>	
				<b>Each Accident</b>	\$2,000,000
				<b>Disease – Each Employee</b>	\$2,000,000
				<b>Disease – Policy Limit</b>	\$
<b>X</b>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2014	7/1/2015	<b>Blanket Limit, Replacement Cost (unless otherwise stated)</b>	Deductible: 1,000
<b>Description:</b> 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>
			<b>By:</b> <i>Tammy Denver</i>
			<b>Date:</b> 8/6/2014    tdenver@nhprimex.org
NH Division of Historical Resources 19 Pillsbury St Concord, NH 03301			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax