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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

August 19, 2019

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

REQUESTED ACTION

Authorize

The Department of Natural and Cultural Resources, Division of Historical Resources to award a Certified Local Government Grant (CLG) to the City of Keene (City) (VC #177417) in the amount of \$15,000 for survey and inventory of the City's agricultural outbuildings and barns effective upon Governor and Executive Council approval through September 30, 2020. 100% Federal Funds

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

03-035-035-354010-14450000, Federal Preservation Programs

072-500575 Grants Federal

FY 2020 \$15,000

EXPLANATION

The Division of Historical Resources is required to set aside 10% of its federal funds received through the Historic Preservation Fund for CLG. Under federal program rules, only "Certified Local Governments" are allowed to apply for CLG funds and New Hampshire has 24 CLG communities. No match is required for this grant.

The City will utilize the grant to follow up on their recently completed CLG grant, which held public workshops throughout the last year recognizing Keene's agricultural history. In order to capitalize on this momentum and interest, the City will hire a qualified consultant to conduct a historic resources survey to identify, research, and inventory some of the remaining historic agricultural outbuildings, including barns, carriage houses, etc.

Respectfully submitted,

Sarah L. Stewart Commissioner

GRANT AGREEMENT Grant # CLG-P19AS00134-03

_day of___

Commission Expires

Signature of Notary Public

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: Pending G&C Approval - September 30, 2020

of natural and cultural res

Commissioner

2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept up to \$15,000 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.

or recommendation by the Department of the	e Interior.
The Grantee agrees to abide-by-the-limitations, condattached appendices. If appropriated funds for this payments under this grant may cease.	grants program are reduced of terminated, all
3. PAYMENT will be made according to the schedule Governor and Executive Council Approval if appli	icable LIA
4. FINAL REPORT: The Grantee agrees to submit a f by the DHR, no more than 30 days after the end of	final financial and project report in a format provided the grant period.
SOVERIGN IMMUNITY: No provision of this cor immunity by the State of New Hampshire.	ntract is to be deemed a waiver of sovereign
DIVISION HISTORICAL RESOURCES	GRANTEE Name U.2abet Moga Address
Benjamin H. Wilcon	
State Historic Preservation Officer	50 hato 200000
Date	Authorized Signature
Approved as to form, substance and execution:	Date_ 8/2/19
XIII Veilm 8/23/19	STATE OF NEW HAMPSHIRE, COUNTY OF
Office of Attorney General Date	The foregoing statement was acknowledged before me

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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 for 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: Pending G&C Approval and end date: September 30, 2020.
 - (c) Standards: The applicable <u>Secretary of the Interior's Standards and Guidelines</u> for this contract are those for: <u>Standards for Preservation Planning.</u>
- A.4. The Project Notification for this project is 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 <u>prior written approval</u> 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 <u>Fifteen</u>
 Thousand Dollars (\$15,000) 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, 2019
January 31, 2020
April 30, 2020
June 30, 2020 Project Completion Deadline
September 30, 2020 Final Project Report Due

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.

CERTIFICATE FOR MUNICIPALITIES

(i.	sert name) Patricia Little, of (insert Municipality name), Keene,
	ereby certify to the following assertions:
	am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in
•	he State of New Hampshire
	maintain and have custody of, and am familiar with, the minute books of the Municipality:
١.	am duly authorized to issue certificates with respect to the contents of such books:
	The following are true, accurate and complete copies of the resolutions adopted during an official
	neeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the
	State, upon the following date (insert meeting date) \ \ \frac{11}{18} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire,
	icting by and through the Department of Natural and Cultural Resources providing for the
	performance by this Municipality of certain services as documented within the foregoing grant
	application, and that the official listed, (document the title of the official authorizing the grant, and
,	locument the name of the individual filling that position) City Manager Bizabeth Drogen, 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
	he same.
	RESOLVED: That the signature of the above authorized party or parties of this Municipality, when
	iffixed 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; The following person or persons have been duly elected to, and now occupy, the Office or Offices
5.	andicated: // / / / / / / / / / / / / / / / / /
	Municipality Mayor:
	Municipality Clerk: Patricle Lifts
	Municipality Treasurer: Men Howe
N	VITNESS WHEREOF: At the Clerk/Secretary of this municipality, I sign below upon this date
	ert date of signing) 7/29/2019
•	k/Secretary (signature)
n i	e State and County of: (State and County names)
NO	FARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE
ST	TE OF: NIW TUMPSYUP, County of: CYULIUN
JĮ.	NTHIS DATE (insert full date) 3 29 2019, appeared before me (print full name of notary) THIS DATE (insert full date) 3 29 2019, appeared before me (print full name of notary) THIS DATE (insert full date) 3 29 2019, appeared before me (print full name of notary)
H	the undersigned officer personally appeared (Insert officers
na	e) Potricia A. Little who acknowledged him/herself to be (Insert the name
of.	unicipality) City of Kelne and that being authorized to do so, he/she executed
	oregoing instrument for the purposes therein contained, by signing by him/herself in the name of the
Мį	ricipality
	ritness whereof I percunto set my hand and official seal. (provide signature, seal and expiration of
co	ntissian)
	HEATHER R. FITZ-SIMON, Notary Public
	State of New Hampshire



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) 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, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ 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 Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ 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 Primex³. 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 after the coverage afforded by the coverage categories listed below.

City of Keene 3 Washington Street Keene, NH 03431-3191 X General Liability (Occurrence Form) 7/1/2019 7/1/2019 7/1/2019 7/1/2020 Each Accident \$5,000,000 Fire Damage (Any one fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Any one fire Damage (Any one fire Damage) (Each Accident) \$5,000,000 Fire Damage (Each Accide	Siles the coverage shorded by the coverage categories lister	<u> </u>				<u> </u>
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X General Liability (Occurrence Form) 7/1/2018 7/1/2019 7/1/2020 Each Occurrence \$ 5,000,000 General Aggregate \$ 5,000,000	The state of the s	FEffective Date)	Expiration L	Date T	is - NH Statutory Limits	May Apply If Not:
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Automobile Liability Deductible Comp and Coll: \$1,000 Any auto Any auto		//1/2019		fire)	
Deductible Comp and Coll: \$1,000 Any auto X Workers' Compensation & Employers' Liability X Statutory Each Accident Disease - Each Employee 52,000,000 T/1/2019 T/1/2019 T/1/2019 T/1/2019 T/1/2019 T/1/2020 X Statutory Each Accident \$2,000,000 Disease - Poicy Limit X Property (Special Risk includes Fire and Theft) T/1/2018 T/1/2019 T/1/2019 T/1/2020 Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. Description: Primex - NH Public Risk Management Exchange By: **Member Bell Additional Coverage Services** New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Primex - NH Public Risk Management Exchange By: **Member Bell Additional Coverage Services** Please direct inquires to: Primex Claims/Coverage Services				Me	d Exp (Any one person)	
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Tribute Property (Special Risk Includes Fire and Theft) Tribute Each Accident \$2,000,000	Any auto	11112019	7717202	. `	,	\$5,000,000
Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit X Property (Special Risk includes Fire and Theft) 7/1/2018 7/1/2019 8 Blanket Limit, Replacement Cost (unless otherwise stated) Peductible: 1,000 Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. CERTIFICATE HOLDER: Additional Covered Party Loss Payee Primex³ - NH Public Risk Management Exchanges By: Management By: Management Exchanges By: Management By: Management Exchanges By: Management By: Managemen	Y Workers' Compensation & Employers' Liabili	ity 1/1/2010	1/1/202	n X	Statutory	
Disease - Policy Limit X Property (Special Risk includes Fire and Theft) 7/1/2018 7/1/2019 7/1/2020 Blanket Limit, Replacement Cost (unless otherwise stated) Deductible: 1,000 Description: Proof of Primex Member coverage only. The Participating Member will advise of cancellation no less than 10 days pricancellation. CERTIFICATE HOLDER: Additional Covered Party Loss Payee Primex³ - NH Public Risk Management Exchanges By: **Management** Management** Management** Date: 6/21/2019 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services	Workers Compensation & Employers Lies	1/1/2019	1717202	· - I	ch Accident	\$2,000,000
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172 Pembroke Rd Concord NH 03301 Please direct inquires to: Primex³ Claims/Coverage Services			·		,	h
603-225-2841 phone 603-228-3833 fax					Please direct inquir Primex ³ Claims/Coverag 603-225-2841 ph	es to: ge Services one

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:

- 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.
- 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.
- 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 alcoholand 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.
- 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.

- 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.
- 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.).
- 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."
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Elster Drogan	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF KEENE NH	June 17, 2019





July 11, 2019

TO:

Mayor and Keene City Council

FROM:

Finance, Organization and Personnel Committee

ITEM:

D.4.

SUBJECT: Acceptance of Grant Funds – NH Division of Historical Resources Certified Local Government Grant for Historic Barn Inventory - Community Development Department

COUNCIL ACTION:

In City Council July 18, 2019.

Voted unanimously to carry out the intent of the report.

RECOMMENDATION:

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Council authorize the City Manager to do all things necessary to accept and execute a \$15,000 grant award from the NH Division of Historical Resources Certified Local Government Grant Program for the Heritage Commission's Inventory of Historic Barn and Agricultural Structures.

BACKGROUND:

Senior Planner Tara Kessler stated she is before the Committee regarding a grant from the NH Division of Historical Resources for use by the Heritage Commission to conduct a historic resources inventory of barns and carriage houses between the area of Washington Street and Court Street. She noted this work coincides with the Heritage Commission's work with raising awareness of Keene's agricultural heritage.

Ms. Kessler went on to say the \$15,000 grant is for the purpose of hiring a professional consultant who will work with volunteers from the Heritage Commission. This grant has a zero match requirement. The work will start as soon as the grant is obtained and will go through September 2020.

Councilor Jacobs asked why this neighborhood was chosen. Ms. Kessler stated currently this area is part of a barn tour educational workshop series. She added this neighborhood was chosen because it has a number of distinctive carriage houses and barns. Originally, they wanted it to be city-wide, but the State suggested that city-wide might be too broad. If the current chosen area is successful, they will move on to other areas in the city.

Councilor Chadbourne asked whether other grant opportunities would be available for future work. Ms. Kessler stated this grant opportunity has been available for a while and felt the City could apply for it again in the future.

Chair Greenwald asked whether this inventory would have any impact on the owner's ability to remove the barn or modify the barn. Ms. Kessler answered in the negative and stated the intent is to gather information about the historic resources in the area and to create a database to share with the property owners and share ideas of how to preserve these barns. It does not restrict private rights.

Councilor Clark felt this was a great opportunity to identify these resources and provide owners with alternatives instead of having to tear them down.

Councilor Clark made the following motion, which was seconded by Councilor Powers.

On 5-0 vote, the Finance, Organization and Personnel Committee recommends that the City Council authorize the City Manager to do all things necessary to accept and execute a \$15,000 grant award from the NH Division of Historical Resources Certified Local Government Grant Program for the Heritage Commission's Inventory of Historic Barn and Agricultural Structures.

SURVEY OF EXTANT HISTORIC CARRIAGE HOUSES AND URBAN BARNS WITHIN KEENE'S COURT ST AND WASHINGTON ST NEIGHBORHOOD

CLG GRANT SCOPE OF WORK

PROJECT BACKGROUND

Keene's carriage houses and urban barns are particularly vulnerable resources, which generally come into view when a property owner applies for a demolition permit. At that point, the Heritage Commission may get only a fleeting opportunity to learn about a particular structure and its history, and may or may not have the chance to help preserve it.

The Commission proposes to survey the carriage houses and urban barns in a section of Keene's lower Court and Washington Street neighborhood, which was established before the age of the automobile. The study area that was selected is a pilot study area that does not incorporate all of the Court St and Washington St neighborhood, but covers most of the essential streets of the neighborhood. A map is included as Appendix 1 of the proposed study area.

This project will serve as a prototype for future surveys of carriage houses and urban barns in other neighborhoods within the City of Keene.

SCOPE OF WORK

Task 1: Consultant Selection:

The Heritage Commission with the assistance of the City of Keene Community Development Department will prepare and issue a Request for Proposals to hire a 36 CFR 61 Architectural Historian lawfully engaged in preservation planning and other related services in the State of New Hampshire. The selected consultant will conduct a historic resource survey of extant historic carriage houses and urban barns in Keene's Court and Washington Street neighborhood in collaboration with the Keene Heritage Commission.

<u>Proposed Deadline</u>: RFP to be issued in early September 2019. Following a review of submitted proposals and interviews with firms, the City will contract with a consultant in early to mid November of 2019.

Task 2: Reconnaissance Survey of Extant Structures:

The selected Consultant will work with the Heritage Commission to conduct a reconnaissance survey of the existing carriage houses and urban barns in the study area. Part of their research will include a review of files for Keene at the Division of Historical Resources and the Historical Society of Cheshire County to determine if any carriage houses and urban barns in the study area have been previously evaluated. In addition, the Consultant will conduct a windshield survey to identify and map extant carriage houses and urban barns within the study area.

<u>Proposed Deadline</u>: The reconnaissance Survey is to be completed before the end of April 2020.

Task 3: Thematic Overview:

In addition to a reconnaissance survey of the resource type, a thorough thematic overview of historic carriage houses and urban barns within the defined study area will be conducted in order to provide an historic background narrative of this resource type and its relationship to both the individual residences and the neighborhood as a whole. The survey would also provide an overview of character-defining features specific to the carriage houses and urban barns of Keene.

The Consultant will work with the City and the NH Division of Historical Resources to determine the best format for the context study and overview of character-defining features. Historical maps, historic photographs, primary and secondary resources, and physical information will be used to create this overview.

<u>Proposed Deadline</u>: The Consultant will prepare a context statement and background narrative on carriage houses and urban barns that describes their relationship to both the individual residence they are associated with and their neighborhood (study area) as a whole by the end of May 2020.

Task 4: Individual Resource Survey:

The Consultant, with the assistance of the Heritage Commission, will identify and confirm the list of historical resources eligible for individual survey in the study area based upon the NH Division of Historical Resources (NHDHR) survey criteria. The Consultant will complete fieldwork (mapping, physical descriptions, photography) and basic research as needed to complete the individual NHDHR inventory forms for each structure. The Consultant will work with the Heritage Commission and the NHDHR to review and finalize the inventory forms.

<u>Proposed Deadline</u>: The Consultant will complete inventory forms for each historic carriage house and urban barn structure by then end of July 2020.

Task 5: Public Awareness and Education:

Prior to conducting the reconnaissance survey, the Heritage Commission will send a letter to property owners in the study area informing them of the survey and inviting their participation in the project. The Consultant will present on the findings of the survey and about the significance of the resources inventoried at a public forum. The Heritage Commission will invite property owners to this forum to learn more about the history of the properties as well as about resources and programs for preserving these structures. The Consultant will work with local media for news coverage on the project. Upon completion of the project, the Heritage Commission will post the survey data on the Commission's webpage on the City website.

<u>Proposed Deadline</u>: The Public Forum will take place before the end of August 2020.

NH DIVISION OF HISTORICAL RESOURCES

19 Pillsbury Street, Second Floor CONCORD NH 03302-2043

603-271-3483

FAX 603-271-3433		PROJECT NOTIFICA	PROJECT NOTIFICATION				
	JECT TITLE: City of Keene Ag NT NUMBER: <u>CLG-P19AS001</u>						
ARE	A AFFECTED BY PROJECT:	City of Keene	FEDERAL SHARE: NONFEDERAL SHA	ARE:\$0			
CON	GRESSIONAL DISTRICT: 2	·	TOTAL PROJECT				
1.	SUBGRANTEE: Name: City of Keene Address: 3Washington Street, Contact Person: Tara Kessler						
2.	NONFEDERAL MATCHIN	G SHARE:					
	Donor:	Donor:	Don	or:			
	Source:	Source:	Sou	rce:			
	Kind:	Kind:	Kind	d:	•		
3.	Amount: BUDGET:	Amount:	Amo	ount:	•		
PAID	STAFF	Non-Federal	Federal	Total			
PAIC) CONSULTANTS		\$15,000	\$15,000			
VOL	UNTEERS						
SUPE TRA	PLIES VEL				·		

PURPOSE: The historic barn/agricultural survey of Keene provide a brief overview the city's history and architectural patterns of development, focusing on its agricultural development. The context will create the framework for inventory efforts.

Products: Historical context development and individual identification and evaluation of historic barns and agricultural buildings

BEGINNING/ENDING DATES: 5.

TOTAL

From: Pending G&C Approval ... To: September 30, 2020

- 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 <u>Historic Preservation Fund grants Manual</u>, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the <u>Historic Preservation Fund Grants Manual</u> 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 <u>Historic Preservation Fund Grants Manual</u>. 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.

SHO or Authorized Designee Signature

Date