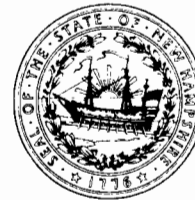




STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services
*American Canadian French Cultural Exchange Commission,
Administratively Attached*

Van McLeod, Commissioner



September 19, 2013

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 to the Town of Durham (vendor #177383) in the amount of \$12,000 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:

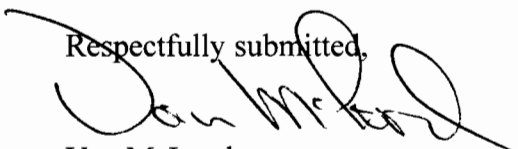
	<u>FY2014</u>
01-34-34-342010-34410000-072-500574 Grants-Federal	\$12,000

EXPLANATION

The Historic District and Heritage Commission seek to make the Historic Resources Chapter of the Master Plan a resource for developers, the HDC, Planning Board, Zoning Board of Appeal and other town boards and committees. The Master Plan will be an indispensable educational resource for the community. The chapter will influence broader public policy and land use planning.

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

Respectfully submitted,


Van McLeod
Commissioner

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: September 30, 2013 to September 30, 2014
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept **\$12,000.** 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,
State Historic Preservation Officer

9/18/13
Date

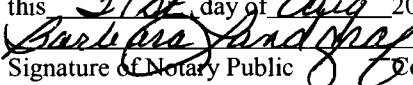
Approved as to form, substance and execution:

 9/24/13
Office of Attorney General Date

GRANTEE

Name Todd I. Selig
Address 15 Newmarket Road
Durham, NH 03824


Authorized Signature Todd I. Selig, TA
Date 8/20/13

STATE OF NEW HAMPSHIRE, COUNTY OF Stafford
The foregoing statement was acknowledged before me
this 21st day of Aug 2013
 6/3/2014
Signature of Notary Public Commission Expires

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

PROJECT NOTIFICATION

PROJECT TITLE: Historic Resources Master Plan
AREA AFFECTED BY PROJECT: townwide

GRANT NUMBER: 33-13-2013-04

FEDERAL SHARE: \$12,000

NONFEDERAL SHARE: \$8,000

CONGRESSIONAL DISTRICT: 1st

TOTAL PROJECT COST: 20,000

1. SUBGRANTEE:

Name: Town of Durham

Address: 15 Newmarket Road, Durham, NH

Contact Person: Michael Behrendt, Director of Planning and Community Development

2. NONFEDERAL MATCHING SHARE:

Donor: Town of Durham

Source: Town funds

Kind: cash match

Amount: \$8,000

3. BUDGET:

	Non-Federal	Federal	Total
PAID CONSULTANTS			
Preservation Consultant	\$8,000	\$12,000	\$20,000
TOTAL	\$ 8,000	\$12,000	\$20,000

Products: The Historic District and Heritage Commission seeks to make the Historic Resources Chapter of the Master Plan a resource for developers, the HDC, Planning Board, Zoning Board of Appeal and other town boards and committees. The Master Plan will be indispensable educational resource for the community. The chapter will influence broader public policy and land use planning.

5. BEGINNING/ENDING DATES:

From: September 30, 2013

To: September 30, 2014

6. An Environmental Certification indicating the applicable categorical exclusions is attached.

7. No program income will be generated.

8. As the fully authorized representative, I certify that this subgrant will be administered, and work will be performed, in accordance with the Historic Preservation Fund grants Manual, and the Secretary of the Interior's "Standards and Guidelines for Planning, Identification, Evaluation, & Registration." All documentation required by the Historic Preservation Fund Grants Manual will be maintained on file for audit and State Program Review purposes. All proposed costs for personal compensation charged to the Federal or nonfederal share of this subgrant are within the maximum limit proposed by Chapter 13, Section B.34.e of the Historic Preservation Fund Grants Manual. These costs have been assessed by knowledgeable SHPO staff and found to be within the normal and customary range of charges for similar work in the local labor market, and appear to be appropriate charges for the product achieved with grant assistance.


SHPO or Authorized Designee Signature

9/18/13
Date

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 for Planning. The Grantee also agrees that work performed under this Agreement shall in all respects conform to high professional standards and shall be coordinated with the Division of Historical Resources.
- A.2. It is understood and agreed by the Grantee that costs and/or matching share associated with development of any final products which do not conform to the terms and conditions of this Agreement, or which do not meet the appropriate Secretary of the Interior's Standards, as determined by the State Historic Preservation Officer, shall not be reimbursed.
- A.3. Scope, Products, and Schedule:
(a) Scope and Products: These shall be as described in, and shall be performed and produced in accordance with, the Project Notification for this project (a copy of which is incorporated into this agreement as item A.4), as approved by the National Park Service, subject to any subsequent modifications or amendments which are approved in writing by the Division of Historical Resources and/or the National Park Service.
(b) Schedule: Begin date: September 30, 2013 and end date: September 30, 2014.
(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Planning.
- 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 sixty percent (60%) 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 **Twelve Thousand Dollars (\$12,000.00)** subject to:
- (a) The Grantee's submission of itemized invoices, and progress reports, on a quarterly basis, in a format specified by the Division of Historical Resources;
- (b) The Grantee's submission of a Final Project Report which contains a comparison of the projected Scope and Budget to the actual Scope and Budget; and
- (c) The Grantee's completion of approved project work in a manner satisfactory to the Division of Historical Resources.
- B.2. The final payment shall not be less than 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:**

December 31, 2013

March 31, 2014

June 30, 2014

August 1, 2014 Draft Project

September 30, 2014 Final Project Report

EXHIBIT C: SPECIAL PROVISIONS

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

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Lorrie Pitt, of (insert Municipality name), Town of Durham, NH
do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 8/19/13.

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

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

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

Municipality Mayor: Jay B. Gooze, Council Chair

Municipality Clerk: Lorrie Pitt

Municipality Treasurer: Karl Van Asselt

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) Aug. 22, 2013

Clerk/Secretary (signature) [Signature]

In the State and County of: (State and County names) New Hampshire, Strafford

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

UPON THIS DATE (insert full date) August 22, 2013 appeared before me (print full name of notary)

Todd I. Selig, the undersigned officer personally appeared (Insert officers

name) LORRIE PITT who acknowledged him/herself to be (Insert the name of municipality) DURHAM TOWN CLERK and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) [Signature]

TODD I. SELIG
Justice of the Peace
State of New Hampshire
My Commission Expires February 20, 2018



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 alter the coverage afforded by the coverage categories listed below.

Participating Member: Town Of Durham 15 Newmarket Road Durham, NH 03824-2898	Member Number: 160	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
☒ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence	7/1/2013	7/1/2014	Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)	\$ 5,000,000 \$ 5,000,000 \$ \$
☒ Automobile Liability Deductible Comp and Coll: \$1,000 ☐ Any auto	7/1/2013	7/1/2014	Combined Single Limit (Each Accident) Aggregate	\$5,000,000
☒ Workers' Compensation & Employers' Liability	1/1/2013	1/1/2014	☒ Statutory Each Accident Disease — Each Employee Disease — Policy Limit	\$2,000,000 \$2,000,000 \$
☒ Property (Special Risk includes Fire and Theft)	7/1/2013	7/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Division of Historical Resources 19 Pillsbury St Concord, NH 03301			By: <i>Tammy Denver</i>
			Date: 7/18/2013 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax