



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

October 26, 2012

His Excellency, Governor John H Lynch
and the Honorable Council

State House
Concord, New Hampshire 03301

100% Federal Funds

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 Goffstown (vendor code 177395) in the amount of \$7,830.00 effective upon Governor and Council approval through September 30, 2013. Federal Funds are available in 01-34-342010-3441000-072-500574.

EXPLANATION

The Town of Goffstown has begun a marker program to emphasize the history of the community. In the spring of 2012, seven markers were installed and there are plans for more than 60 around town over the next several years. Each marker displays a photograph and a brief description of the person, place or event being commemorated and all are placed in visible locations accessible to everyone and on a map on the town's website. With this grant the town plans to include nine markers for properties listed to or eligible for the National Register of Historic Places.

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.

Respectfully submitted,

Van McLeod
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 Goffstown (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: September 30, 2012 – September 30, 2013
2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept \$7,830. 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
10/30/12
Date

Approved as to form, substance and execution:

Rosemary Kial 11-9-12
Office of Attorney General Date

GRANTEE
Name David W. Preme
Address 16 Main St.
Goffstown, NH

Authorized Signature
Date 24 SEP 2012

STATE OF NEW HAMPSHIRE, COUNTY OF
The foregoing statement was acknowledged before me
this 24th day of Sept 2012
Rathbone
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: Goffstown Historic Marker Program
AREA AFFECTED BY PROJECT: STATEWIDE

GRANT NUMBER: 33-12-CLG-41936-04
FEDERAL SHARE: \$7,830.00
NONFEDERAL SHARE: \$6,841.45
TOTAL PROJECT COST: \$14,671.45

CONGRESSIONAL DISTRICT: 1st

1. SUBGRANTEE:

Name: Town of Goffstown
 Address: 16 Main Street, Goffstown, NH
 Contact Person: Derek Horne, Assistant Town Administrator

2. NONFEDERAL MATCHING SHARE:

Donor: HDC	Donor: Goffstown Lions Club
Source: Annual Budget 2012	Source: donation
Kind: in-kind	Kind: in-kind
Amount: \$5,000.	Amount: \$750.
Donor: Town of Goffstown	Donor: Elizabeth Dubrulle
Source: Town Funds	Source: HDC Chair/Historian
Kind: Personnel	Kind: in-kind
Amount: \$566.25	Amount: \$525.00

3. BUDGET:

	Non-Federal	Federal	Total
PAID STAFF			
Derek M. Horne Asst. Town Administrator Project administration (10hrs @ \$42.32)	\$423.20		\$423.20
Don Borrer, Finance Director Financial administration (3hrs @\$47.75)	\$143.25		\$143.25
PAID CONSULTANTS			
Sousa Signs, LLC Construct/install markers (9 markers @\$1,500per)	\$5,750.	\$7,750.	\$13,500.
VOLUNTEERS			
Elizabeth Dubrulle, HDC Chair/historian Research/write marker text (15hrs @\$35hr)	\$525.		\$525.
SUPPLIES			
Photocopying (deeds, tax cards, photographs & historical info)		\$50.	\$50.
TRAVEL			
		\$30.	\$30.
TOTAL	\$6,841.45	7,830.	\$14,671.45

4. PURPOSE: This marker program, now in its second year, seeks to educate the public about the many historical people, places and events in Goffstown's past by emphasizing the presence of history around town. By focusing on structures associated with either the National Register or local historic districts (or both), this will raise the profile of these locations and will help educate the public about Goffstown's most historically significant sites. Emphasizing historic tourism also corresponds with the Town's commitment to the General John Stark Scenic Byway, a state historic route that includes four towns.

Products: Nine aluminum historic markers will be installed with this grant. Each marker will have a picture of the resource and brief description the person, place or event being commemorated. As part of the HDC's Historic Marker Program, a map showing the existing markers in Town will also be posted on the Town's website.

5. **BEGINNING/ENDING DATES:**

From: September 30, 2012

To: September 30, 2013

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, Architectural and Engineering Documentation." 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

10/30/12
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 Architectural and Engineering Documentation. 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, 2012 and end date: September 30, 2013.

(c) Standards: The applicable Secretary of the Interior's Standards and Guidelines for this contract are those for: Architectural and Engineering Documentation.
- 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 **Seven Thousand Eight Hundred and Thirty dollars and no cents (\$7,830.00)**. **In the event that additional federal Certified Local Government grant funding becomes available in the federal fiscal year, reimbursements may be made up to an amount of** 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, 2012
March 31, 2013
June 30, 2013
August 1, 2013 Draft Project
September 30, 2013 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.

EXHIBIT D: SUBGRANTEE INFORMATION FORM (attached)

CERTIFICATE FOR MUNICIPALITIES

I Cathleen Ball, Town Clerk of the Town of Goffstown do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk 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 dates: **Monday, August 6, 2012 and Monday, September 24, 2012.**

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, **David Pierce, Chairman of the Board of Selectmen**, on behalf of the **Town of Goffstown**, 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 Board of Selectmen Chairman: **David Pierce**

Municipality Clerk: **Cathleen Ball**

Municipality Treasurer: **Don Borrer**

IN WITNESS WHEREOF:

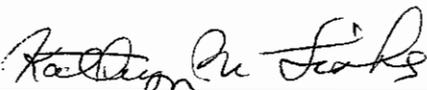
As the Clerk of this municipality, I sign below upon this date **October 10, 2012**

Clerk (signature) 

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

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, County of Hillsborough UPON THIS DATE **October 10, 2012**, appeared before me **Kathryn M. Fisher**, the undersigned officer personally appeared **Cathleen Ball**, who acknowledged herself to be **Town Clerk of Town of Goffstown, NH** and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by 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)



CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS

Participating Member: Town of Goffstown Member Number: 118-032787-12		Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Worker's Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH Statutory limits)
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence \$5,000,000
			General Aggregate \$
			Personal & Adv Injury \$
			Med Exp (any one person) \$
			Products-Comp/Op Agg \$
			Fire Damage (each fire) \$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence \$5,000,000
			Bodily Injury (per person) \$
			Bodily injury (per accident) \$
			Property Damage (per accident) \$
<input type="checkbox"/> Excess Liability			Each Occurrence \$N/A
			Aggregate \$N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$ Per Scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2012	6/30/2013	<input type="checkbox"/> Statutory / Cov. A
			Each Accident / Cov. B \$2,000,000
			Disease - Each Employee \$2,000,000
			Disease - Policy Limit \$2,000,000
Description: Proof of Coverage			

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Certificate Holder Only		
Certificate Holder: NH Division of Historical Resources 19 Pillsbury Street Concord, Nh 03301	Date Issued: 10/15/2012	Please direct Inquiries to: Debra A. Lewis 603.224.7447x3332