

Assistance Listing and Title.: 15.904 Historic Preservation Fund Grants-In-Aid
Grantor: Pioneer Valley Regional Ventures Center, Inc.
Grantee: Town of Southampton

FAIN: P23AP02077
Federal Award Date: 9/13/23
Grantee UEI: QFVJZK9C3L1

Agreement By and Between
Pioneer Valley Regional Ventures Center, Inc.
and
Town of Southampton
Preservation Works in Western Massachusetts (PWWM)
Bruhn Historic Preservation Fund Sub-grant for Improvements to the
Southampton Town Hall, 8 East Street, Southampton, MA

This Agreement (“Agreement”) is made effective as of the 15th day of February, 2025, by and between the Pioneer Valley Regional Ventures Center, Inc., a tax-exempt 501(c)(3) Massachusetts nonprofit corporation with a usual place of business and address of 60 Congress Street, Springfield, Massachusetts 01104 (hereinafter referred to as the “Ventures Center” or “Grantor”) and the Town of Southampton, a Municipality in the Commonwealth of Massachusetts, with a usual place of business and address of 210 College Highway, Southampton, MA, 01073, (hereinafter referred to as the “Town” or “Grantee”).

PRELIMINARY STATEMENT

WHEREAS the Ventures Center has received \$750,000 in funding from the U.S. Department of the Interior, National Parks Service (NPS), through the Paul Bruhn Historic Revitalization Grant Program (Grant No. P23AP02077-00), to provide funding to rural communities in Western and Central Massachusetts; and

WHEREAS the funding provided through this program supports physical improvements to properties listed on the National Register of Historic Places and as determined eligible by the Massachusetts Historical Commission (MHC), NPS and Secretary of the Interior’s (SOI) “Standards and Guidelines for Archaeology and Historic Preservation”; and

WHEREAS the funding provided will support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities following the SOI Standards; and

WHEREAS the Grantee submitted a sub-grant proposal to the Ventures Center by the application deadline; and

WHEREAS the Volunteer Advisory Committee established by the Ventures Center to review applications received determined the proposal was complete and the improvements proposed would meet requirements established by MHC, NPS, and SOI as well as the intent of the funding program guidelines; and

WHEREAS the Ventures Center voted on July 24, 2024, to approve the sub-grant funding; and

WHEREAS the Grantee has the necessary staff, officials and volunteers desired by the Ventures Center to successfully implement the requirements of this Agreement; and

WHEREAS the Ventures Center has contracted with the Pioneer Valley Planning Commission (Commission) to provide Management Services related to the implementation of the Paul Bruhn Historic Revitalization Grants Program.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **TERM** This Agreement shall be effective as of February 15, 2025, and shall continue until July 31, 2026 ("Term"). If additional time is needed to complete the Project, the Grantee shall request an extension of time from the Ventures Center. If approved, such extension will be incorporated into this Agreement by a written amendment signed by all parties.
2. **AWARD** Upon the execution of this Agreement by all parties, the Ventures Center agrees to award the Grantee a sub-grant in the amount of up to **\$96,000** ("Grant Funds") for the **Southampton Town Hall Project** ("Project") on the condition that the Grantee shall use the funds to perform the necessary scope of work as described in Attachment A, which is attached hereto and incorporated by reference herein. All funds provided by this contract are Federally Obligated Funds.
 - a) The Grantee may draw down PWWM sub-grant funds as needed for approved associated costs to complete this scope. Upon receipt of a contractor invoice, the Commission's Historic Preservation Planner and Rehabilitation Specialist will inspect the work performed to ensure it has been completed according to the project specifications and meets the requirements of the NPS and MHC. Following inspection and approval, the Ventures Center will request funds from the Department of the Interior either as reimbursement to a grantee or a short-term advance through the Automated Standard Application for Payments (ASAP) system. The Venture's Center will pay the grantee within 30 days of receipt of payment from the DOI.
 - b) The Grantee and the contractor(s) shall not be entitled to any other compensation from the Ventures Center for performance under this Contract.
The grantee's primary contacts for this sub-grant are:
Scott Szczebak, Town Administrator – sszczebak@townofsouthampton.org
Christine Fowles, Select Board Chair – cfowles@townofsouthampton.org
3. **CONDITIONS** The award of the Sub-grant Funds to the Grantee is contingent upon the following additional conditions:
 - a) The Grantee is subject to all the terms and conditions specified in the Notice of Award Agreement between the Ventures Center and the NPS: P23AP02077-00, dated 9/13/2023. See Attachment C.
 - b) All elements funded must be in accordance with the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. The formal project scope of work will be developed by the Commission's Historic Preservation Planner and Rehabilitation Specialist on behalf of the Ventures Center.
 - c) All activities undertaken on the property during the grant period, regardless of the funding source, are considered part of the Federal undertaking for Section 106 purposes and the entire project scope needs to be reviewed for consistency with the SOI Standards, undergo Section 106 consultation, and NEPA review.
 - d) Federal and state regulatory reviews will be facilitated for the Grantee, by the Commission, on behalf of the Ventures Center. Prior to work commencing, all projects require a formal technical review by the NPS, a National Environmental Policy Act (NEPA) review resulting in a No Adverse Impact determination, and a No Adverse Effect determination in compliance

with Section 106 of the National Historic Preservation Act. The NPS will manage consultation with the MHC. See Attachment A Scope of Work.

- e) As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. The Grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to the Ventures Center within 30 days of the posting.
- f) The Grantee will install a temporary construction sign, provided by the Ventures Center, recognizing NPS and Ventures Center funding assistance.
- g) To the extent applicable, the Grantee shall comply with all applicable federal, state, and local procurement laws and requirements for the use of the sub-grant funds to complete the Project. In accordance with 2 CFR 200.318 and MGL c. 149A, the Grantee will conduct a formal procurement process to select a qualified contractor, or contractors, to complete the pre-approved scope of work provided in the procurement documents.
- h) The Grantee agrees to the development of a ten-year term Preservation Restriction, in a format approved by the NPS and listed on the property deed as a requirement of the Sub-grant funding. The Ventures Center will hold the Preservation Restriction and the PVPC Historic Preservation Planner will conduct annual monitoring during the term. Any proposed work on the funded building during the term of the Preservation Restriction must be reviewed and approved by the PVPC Historic Preservation Planner.

4. **CONTRACT DOCUMENTS** The Contract Documents consist of this Agreement and all documents attached hereto or referenced herein as Attachments. The Contract Documents constitute the entire agreement between the parties concerning the Project.

5. **INSPECTION OF DOCUMENTS. RIGHT TO AUDIT** The NPS, Ventures Center, and the Commission on behalf of the Ventures Center, shall have the right, upon reasonable prior notice to Grantee, to review any and all documents related to the Project, to evaluate the Grantee's compliance with the Project and the Grant requirements.

6. **PROGRESS REPORTS**

- a) Upon receipt of the Sub-grant Funds, the Grantee shall submit quarterly progress reports on the use of the Grant Funds to the Commission, for so long as the Funds remain unexpended. Please email project updates to the attention of the Commission Historic Preservation Planner (HPP) Shannon Walsh at the email address: swalsh@pvpc.org.
- b) The Grantee shall submit a final report to the Commission HPP, no later than thirty (30) days after the portion of the Project funded by the Sub-grant funds has been completed.
- c) The Ventures Center reserves the right to require supplementary information from the Grantee regarding the quarterly reports or final notification.

7. **TERMINATION** Termination may only happen within the parameters defined in <https://www.ecfr.gov/current/title-2/section-200.340>. Termination without cause is not allowable.
8. **MAXIMUM LIABILITY OF THE GRANTOR** The Ventures Center's sole obligation hereunder shall be to make the payment specified in Section 2 of this Agreement, and the Ventures Center shall be under no further obligation or liability. The Grantor's maximum liability for this Agreement is **\$96,000**.
9. **ACKNOWLEDGMENT OF PWWM BRUHN GRANT SUPPORT** The Grantee shall acknowledge the Ventures Center's Preservation Works in Western Mass sub-grant through the NPS Paul Bruhn Historic Revitalization Grants Program as financial support in all Project documents, print, publicity, and other written materials, where appropriate.
10. **CONFLICT OF INTEREST**
- a) The Grantee shall adhere to the mandates of the Massachusetts Conflict of Interest statute M.G.L. Ch. 268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.
 - b) The Grantee covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Grantee further covenants that in the performance of this Project, no person having such interest shall be employed by it.
 - c) No member, officer or employee of the Grantee, or its Designees or agents, who exercises any functions or responsibilities with respect to the performance of the Project herein during his/her or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the proceeds thereof, for the work to be performed under this Project.
11. **COMPLIANCE WITH LAWS** The Grantee shall comply with all federal, state and local laws, rules, regulations and orders applicable to the Work performed pursuant to this Agreement.
12. **INDEMNIFICATION** The Grantee hereby agrees to indemnify and hold the Ventures Center, including its directors, officers, employees and affiliates harmless from and against any and all claims, liabilities, losses, damages, costs and expenses including without limitations the fees and expenses of counsel, related to and arising from directly or indirectly the Grantor's provision of Services pursuant to this Agreement and/or the breach of any of Grantor's representations herein.
13. **NON-COLLUSION AND/OR FRAUD** The Grantee agrees to perform this Contract in good faith and without collusion or fraud with other persons and shall not interfere or influence any related contract or program as a result of the services agreed upon hereunder.

14. **NON-DISCRIMINATION** The Grantee agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting workplace discrimination.
15. **SEVERABILITY** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in full force and affect.
16. **NO CONFLICTING OBLIGATIONS** The Grantee represents, warrants and covenants that they have the full right to enter into this Agreement and perform their obligations hereunder; and that they are not currently under, nor will they enter into, any legal obligations with any third party that restrict their activities as a Sub-Grantee of the Ventures Center or conflict with their obligations to the Ventures Center hereunder.
17. **NOTICES** All notices and other communications hereunder shall be in writing, and shall be deemed to have been given (i) if hand-delivered or if sent by electronic mail (read receipt) or facsimile transmission, upon receipt, or (ii) one business day after it is sent via a reputable, nationwide overnight courier service, or (iii) if sent by registered or certified mail, upon the sooner of the date upon which its receipt is acknowledged or the expiration of three business days after deposit in U.S. mail, postage prepaid.
18. **ASSIGNMENT** This Agreement shall not be assigned by the Grantee. This Agreement may be assigned by the Ventures Center. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.
19. **COUNTERPARTS** For the convenience of the parties and to facilitate its execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. PDF signature pages shall have the same effect as originals.
20. **GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of Massachusetts. This Agreement is further governed by and construed in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically section 200.332 Requirements for Pass-Through Entities.
21. **LABOR STANDARDS** The Grantee shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, the Grantee shall adhere to the Federal Labor Standards Provisions, the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.
22. **AVAILABILITY OF FUNDS** The compensation provided by this Agreement is subject to the continued availability of funds for the Paul Bruhn Historic Revitalization Grant Program, and the continued eligibility of the Ventures Center to receive such funds.

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23. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352) Contractors, including both the Sub-grantee and their contractors, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The Grantee shall herewith provide the Ventures Center certification set out in Appendix A to 45 CFR Part 93.

24. ENTIRE AGREEMENT This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no change or modification shall be valid unless made in writing and signed by all the parties hereto.

25. ATTACHMENTS The following documents which serve as Attachments shall be deemed to be an integral part of this Agreement.

Attachment A: PWWM Bruhn sub-grant scope of funded work and project budget

Attachment B: Grantee Application with Preservation Restriction

Attachment C: Ventures Center/NPS agreement

Attachment D: Secretary of the Interior's Standards

Attachment E: Proof of Insurance for Project Property

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first written above.

GRANTOR, Pioneer Valley Regional Ventures Center

GRANTEE, Town of Southampton

BY: Walter J. Gunn
Walter Gunn
President, Pioneer Valley Regional Ventures Center

BY: Christine Fowles
Christine Fowles
Select Board Chair, Town of Southampton

DATE: February 18, 2025

DATE: 2/18/2025

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ATTACHMENT A
PWWM BRUHN SUB-GRANT SCOPE OF FUNDED WORK

Project Property: Southampton Town Hall, 8 East Street, Southampton, MA
Project Summary: This sub-grant will provide funding towards repointing the exterior masonry; removal of the deteriorated main entrance ramp; and restoration of the main entrance granite steps.

FUNDING CONDITIONS:

- Funded work must meet the Secretary of the Interior’s Secretary of the Interior’s *Standards and Guidelines for Archaeology and Historic Preservation* and the Standards referenced in Attachment E. The final project scope and materials must be reviewed and approved by the Commission Historic Preservation Planner (HPP), NPS, and MHC prior to the competitive bid process and commencement of work.
- The Grantee must attend a virtual program informational session hosted by the Commission Chief Procurement Officer and Historic Preservation Planner prior to commencing contractor procurement. The Grantee is responsible for managing the competitive procurement process, in accordance with federal, state, and local procurement laws, with guidance from the Ventures Center and PVPC supporting staff.
- A temporary sign, approved by the NPS and provided by the Ventures Center, recognizing the source of funding, must be prominently displayed on site for the duration of the project.
- The Commission Rehabilitation Specialist and Historic Preservation Planner will attend the walkthrough along with the Grantee and conduct site visits, as needed, to confirm completion of work prior to releasing invoice payments. The Grantee is responsible for submitting contractor invoices to the Ventures Center and for ensuring access for site visits to inspect work being invoiced.
- The Grantee is responsible for project reports. Upon receipt of the Sub-grant funds, the Grantee shall submit quarterly progress reports on the use of the Grant Funds to the Grantor, for so long as the Funds remain unexpended and on a reporting schedule to be determined by the Commission Historic Preservation Planner. The Grantee shall submit a final report to the Commission HPP, no later than thirty (30) days after the portion of the Project funded by the Sub-grant funds has been completed. The Ventures Center reserves the right to require supplementary information from the Grantee regarding the quarterly reports or final notification. Project updates should be emailed to Shannon Walsh at swalsh@pvpc.org
- The Grantee agrees to the development of a ten-year term Preservation Restriction, in a format approved by the NPS and listed on the property deed. The Restriction will be monitored by the Commission Historic Preservation Planner and held by the Ventures Center.
- Sub-grant project work is to be completed by July 31, 2026.

SCOPE	BUDGET
To the extent that funds permit, this project will support reappointing the exterior masonry; removal of the deteriorated main entrance ramp; and restoration of the main entrance granite steps to the Southampton Town Hall.	Up to \$96,000 in federal sub-grant funds is available through the Ventures Center specific to this scope. No matching funds are required. Any costs beyond the sub-grant amount of \$96,000 will be paid for by the Town of Southampton

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ATTACHMENT B

GRANTEE PROJECT APPLICATION

Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
SUBMISSION:

QUESTION	RESPONSE
HISTORIC NAME OF PROJECT PROPERTY AND YEAR LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES. CHECK MACRIS MAPS OR CONTACT THE MA HISTORICAL COMMISSION NATIONAL REGISTER DIRECTOR IF UNSURE. IF THE PROPERTY IS NOT CURRENTLY LISTED, A PENDING NOMINATION MAY BE CONSIDERED BUT LISTING MUST OCCUR BY THE END OF THE PROJECT.	Southampton Town Hall 1991- National Register District
WHAT COUNTY IS THE PROPERTY LOCATED IN?	Hampshire
WHICH ELIGIBLE MUNICIPALITY IS THE PROPERTY IN?	Southampton
COMPLETE ADDRESS OF PROPERTY	8 East Street, Southampton, MA 01073
NAME OF PROPERTY OWNER(S) AND SUBMIT PROOF OF OWNERSHIP	Town of Southampton - property card saved to project application file
OWNER(S) CONTACT EMAIL	townadministrator@townofsouthampton.org
OWNER(S) CONTACT PHONE NUMBER(S)	413-529-0106
RESOURCE OR WEB SITE RELEVANT TO PROPERTY	https://www.townofsouthampton.org/
IN 100 WORDS OR LESS EXPLAIN WHY YOUR PROJECT BUILDING IS A COMMUNITY ANCHOR BUILDING OR RESOURCE.	The Southampton Town Hall is the cornerstone of East Street, the traditional town center, lined with centuries-old homes. For over 100 years, this imposing brick edifice hosted civic and social events: voting, town meetings, entertainment, graduations, and more. Built in 1904, the structure currently houses police operations that will eventually re-locate. As a symbol of Southampton's heritage, the Town Hall embodies the craftsmanship and Colonial Revival style of its era and serves as a link to the past. Preservation would restore this landmark for future re-use as a community meeting space and would foster civic pride for generations to come.
PROPERTY OWNER TYPE	Public - Municipal owned
IN 100 WORDS OR LESS EXPLAIN HOW HAS THE APPLICANT DEMONSTRATED THE CAPACITY TO COMPLETE CAPITAL REHABILITATION PROJECTS ON TIME AND ON BUDGET.	Phase I of this project was completed in 2023 with \$100,000 from the town's American Rescue Plan funds. This restored and repainted all exterior carpentry, including the front entrance, cornices, and window sash and trim. Over the last five years, the town has successfully concluded other rehabilitation projects of its municipal buildings, including roofing of the primary school and the public library. Additional projects include acquisition and rehabilitation of an historic barn and the application of a new cedar-shingle roof on a town-owned 19th century one-room schoolhouse.

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DOES THE APPLICANT HAVE PREVIOUS EXPERIENCE WORKING WITH THE SECRETARY OF THE INTERIOR'S STANDARDS? IF THE ANSWER IS YES, EXPLAIN IN WHAT WAY.	In April 2023, The Town of Southamptton invited bids for the exterior restoration of woodwork and window glazing and construction work on the Old Town Hall. The specifications for this work were prepared in conformance with the Secretary of the Interior's Standards for Preservation. Woodwork restoration followed Architectural Woodwork Institute guidelines, and manufacturer's technical data for each product was reviewed and approved beforehand. This included the type of wood, any epoxy, adhesives and fillers as well as paint removers, glazing for window sash repair, primer and finish coat paint. This current request for funding reflects Phase 2 of the preservation action on this site. The intent of this project is to take the steps necessary to further preserve the integrity of the exterior envelope of this historic property. The existing condition of historic features was evaluated to determine the appropriate level of intervention needed.
HOW DOES THE APPLICANT FOLLOW INDUSTRY STANDARDS AND APPROACHES TO LEADERSHIP, FINANCIAL MANAGEMENT, OR OTHER MUNICIPAL OR PRIVATE FINANCIAL REPORTING AND ACCOUNTABILITY?	In 2020/2021 Hill-Engineers, Architects, Planners, Inc (Hill) services were engaged to review building envelope deficiencies and report findings of this circa 1904 Colonial Revival style brick-faced building. The Town of Southamptton invited bids for the exterior restoration of woodwork and window glazing and construction work of the Old Town Hall, in accordance with Massachusetts General Law (MGL) Chapter 30, § 39M. The bidding process was open for four weeks, needed a written reply, accompanied by other municipal requirements such as: a payment bond if over a certain dollar amount, insurance and use of prevailing wage rates per MGL Chapter 149, Sections 26 to 27D. The opportunity was advertised via legal notice in the local newspaper and on the town website as well as on required State procurement sites, eg: COMMBUYS and Central Register. Once the contractor was selected, the Town Administrator and Project Manager reviewed all materials prior to purchase to ensure adherence to historic requirements. Invoices were duly processed by the Town Accountant.
PROVIDE A REALISTIC PROPOSED PROJECT SCHEDULE THROUGH AUGUST 2026.	Scope of work developed in fall 2024 Bids sought in late fall 2024 Removal of ramp and steps early 2025 Contractor hired by the spring of 2025 Work begun summer 2025 Work completed fall 2025
IN 100 WORDS OR LESS, DESCRIBE THE ELIGIBLE PRESERVATION WORK THIS SUB-GRANT WILL FUND. MAKE A CONCISE AND COMPELLING CASE FOR YOUR PROJECT AND THE NEED FOR FUNDING.	Repointing of the exterior brickwork is essential to arresting degradation and water infiltration, mainly around the building's bottom 3' to 4'. The mortar has deteriorated, amid signs of excessive moisture such as moss and algae, worsened by impervious perimeter paving. In some of those areas, all mortar is gone. On the higher portions of the building, mortar deterioration is insignificant. The later addition of

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	concrete steps and ramp at the front entrance cause rain to splash back against the building. They need to be removed and re-engineered to become ADA compliant. Town funds are currently limited to undertake this project.
PURPOSE OF SUB-GRANT REQUEST - MUST MEET THE SECRETARY OF THE INTERIOR'S STANDARDS	PRE-DEVELOPMENT (NOT ALLOWED AS A SOLE EXPENSE), REPOINTING, ADA COMPLIANCE
ESTIMATED AMOUNT OF GRANT REQUEST (\$50,000 TO \$100,000)	\$90,500
EXPLAIN HOW THIS PROJECT COST ESTIMATE WAS DETERMINED.	This cost was determined using the 2021 building envelope evaluation prepared by Hill-Engineers, Architects, Planners, Inc. of Dalton, Ma. as a base for our calculations. Costing at that time for repointing only was estimated at \$40,000. The 2021 estimate has been adjusted at a cost escalation rate of 12% annually (over 4 years). Additionally, we have included the projected pre-development cost of the required ramp and step removal and a 20% administrative cost to cover scope of work development and bid evaluation.
DESCRIBE WHY THIS PROPOSED BUDGET IS REALISTIC, RELEVANT, AND HOW IT WAS DEVELOPED USING PROFESSIONAL STANDARDS.	Discussing cost estimates with engineering firms involved in other town projects we have been advised the cost escalation is realistic, especially given the lack of specialized craftsmen currently practicing.
DO YOU UNDERSTAND AND AGREE TO THE REQUIREMENT OF A TERM PRESERVATION RESTRICTION ON THE FUNDED PROPERTY, TO BE HELD BY THE VENTURES CENTER AND ANNUALLY MONITORED FOR THE LIFE OF THE TERM?	Yes
DO YOU UNDERSTAND THAT PRIOR TO WORK, ANY ALTERATIONS TO THE BUILDING DURING THE TERM OF THE PRESERVATION RESTRICTION MUST BE REVIEWED AND APPROVED BY THE PVPC HISTORIC PRESERVATION PLANNER?	Yes
UPLOAD UP TO 5 GOOD AND CLEAR PHOTOS OF YOUR PROJECT BUILDING SHOWING ISSUES THIS FUNDING WOULD ADDRESS. INCLUDE AT LEAST ONE PHOTO SHOWING THE MAIN FACADE AND A SIDE ELEVATION. PHOTOS CAN BE INCORPORATED INTO A PDF IF NEEDED.	Photos uploaded and in project file

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FULL APPLICATION IN 100 WORDS OR LESS, DESCRIBE THE ELIGIBLE PRESERVATION WORK THIS SUB-GRANT WILL FUND, KEEPING IN MIND THAT THE SECRETARY OF THE INTERIOR'S STANDARDS MUST BE FOLLOWED.	All work conducted in the exterior masonry restoration of Southamptons Old Town Hall will conform to the Secretary of the Interior's Standards for historic preservation. The architectural integrity of the building will remain intact, with materials and methods chosen to meet the standards. A compliance clause will be included in all contractual documents. This is Phase 2 of a restoration project; Phase 1, described below, was completed in 2023 in accordance with the Secretary's standards.
EXPLAIN IF THE REQUESTED GRANT FUNDING MEETS PROJECT COSTS TO COMPLETE THE IDENTIFIED WORK.	The request of \$95,700 would cover the anticipated project cost, based on recent consultation with Hill Engineers, Architects, Planners of Dalton, Ma., who performed a building envelope analysis in 2020/21. The estimate then for repointing only was \$40,000, which has been increased at a rate of 12% annually over 4 years. Additionally, we have included the projected cost of cleaning the building, removing the cement ramp and steps, and a 20% administrative cost for work development, bid evaluation and project oversight. New information since submission of the EOI has led us to a small increase of \$5,000 in our funding request.
MOST COMMUNITIES HAVE EXAMPLES OF HISTORIC ANCHOR BUILDINGS THAT ARE TIED TO LOCAL HERITAGE AND COULD BE CONSIDERED KEY RESOURCES TO SUPPORT A STRONG AND STABLE ECONOMY. THESE BUILDINGS ARE OFTEN LOCATED IN THE HEART OF THE COMMUNITY AND POSSESS INTRINSIC HISTORICAL, ARCHITECTURAL, AND/OR CULTURAL QUALITIES THAT MAKE THEM SPECIAL AND UNIQUE. MAKE A CLEAR AND CONCISE CASE FOR WHY YOUR PROJECT SUPPORTS A HISTORIC COMMUNITY ANCHOR BUILDING.	Southampton residents are fortunate to live in a community with many desirable attributes and an excellent quality of life. It's a community of 6,200 residents, with an appealing rural character, and many historic homes and buildings. The 1904 Town Hall is the only municipally owned historic structure in the Southampton Center Historic District, where architectural integrity remains intact. It is the cornerstone of East Street, lined with centuries-old homes. The Town Hall's original floor plan consisted of a two-story front section with offices flanking the entrance and a large auditorium with stage and balcony. Until the interior was modified in 1960, this imposing Colonial Revival-style brick edifice hosted numerous civic and social events, serving as the main gathering place for town meetings, elections, graduations, community suppers, plays, dances and basketball games. In 1960 the auditorium was split into two levels, and the ground floor divided into small offices and a meeting room to accommodate a growing town government. In the 1970s, a rear addition was built to house the Southampton Police Department (SPD) at basement level. Municipal offices were moved to a larger facility in 2010 and since then, the building has served only as the SPD and the Emergency Operations Center (EOC). Preservation would restore this landmark for future re-use and would foster civic pride for generations to come. A feasibility study for a new

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	public safety complex is nearing completion and the 1904 structure is expected to be vacated within five years. The ultimate goal for the building is to return the interior to its original layout with an auditorium and stage. The handsome wood trusses, ceiling, and proscenium can still be seen on the third floor. Moving forward step by step, we envision that a full restoration of Old Town Hall will transform it into a locus of vibrant cultural activity and re-establish the historic town center as a community hub.
PROVIDE A DESCRIPTION OF ALL RELEVANT PLANNING INITIATIVES RELATED TO THE PROPOSED WORK, INCLUDING PRE-PLANNING, ARCHITECTURAL, ENGINEERING, AND OTHER RELATED PROFESSIONAL ASSESSMENTS.	In 2020/2021 Hill-Engineers, Architects, Planners, Inc (Hill) services were engaged to review the building envelope's deficiencies. Their findings were reported in a lengthy, detailed document where the need for selective repointing was among the highest priorities. Our phased restoration plan has been guided by their recommendations. We have also had an informal structural review by an architectural conservator who, as a former Southampton resident and current landowner dedicated to the town's historical and environmental resources, volunteered her time and expertise. The town's Historical Commission has also been closely involved in assessing the building's needs and advising procedures. Town funds are currently limited to undertake this project, leading to this grant request.
ARE THERE MAJOR STRUCTURAL ISSUES OR OTHER CONCERNS ABOUT THE STABILIZATION AND SUCCESSFUL RESTORATION OF THE PROJECT BUILDING? IF SO, PLEASE ELABORATE.	The structural integrity of the building is intact. There are no major concerns beyond the phased restoration plan that we are undertaking. The police department occupies the facility, and while the premises are not modern, they are operational.
DESCRIBE HOW THE PROJECT SITE/BUILDING IS EASILY ACCESSIBLE BY THE PUBLIC, OR HOW IT WILL BECOME EASILY ACCESSIBLE ONCE THE PROJECT IS COMPLETED.	East Street, where the Old Town Hall is located, is a popular walking route that passes through the old town center. Following state law parameters, residents voted to designate the street as a Scenic Road in 1974. Southampton is currently working on a state-approved project with Mass DOT (Department of Transportation) to widen and extend sidewalks through the historic district. Additionally, the new rail trail (Greenway), now in the design phase, will have an entry point on East Street, less than a mile from the Old Town Hall. When completed, these projects will further promote walkability and increase opportunities for people of all ages to enjoy the historic district's beauty. Residents and visitors walking through this area to the nearby local park or library will once again appreciate the 18th and 19th-century village homes and the Old Town Hall, which was traditionally the focus of civic activity in Southampton.

Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
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	Currently, the only entrance is at the rear of the building due to police security requirements and is easily accessible from the spacious adjacent parking lot. Once the current concrete ramp and steps are removed and re-engineered, access to the front entrance would be restored following ADA standards. Completion of this proposed restoration would be a crucial step toward making the Old Town Hall accessible to everyone.
HOW DOES THIS PROJECT REFLECT THE MOST PRESSING NEED(S) TO SUPPORT REACTIVATION OR CONTINUED/EXPANDED USE OF THE BUILDING?	It is vital to maintain this building for our current emergency services, enabling them to carry out essential community functions. Repairing the exterior will ensure that the police department location is not compromised by structural disrepair. Performing critical maintenance will ensure that the Old Town Hall remains a municipal asset, not a liability. Large, public meeting spaces in Southamptton are in short supply. Looking to the near future, a large space open to the public, such as the restored Old Town Hall could offer, would attract users ranging from Scouts to theater groups to social clubs, civic events, and popular speakers and musicians. Experts on the economics of historic preservation have found that that in towns where people have few places to gather and celebrate, the addition of one community space can have a significant impact on the health and well-being of those who live there, allowing people of all backgrounds and socio-economic status to meet, engage and form strong bonds.
EXPLAIN IF THIS PROJECT ADDRESSES THE MOST CRITICAL PRESERVATION OR REHABILITATION NEED(S). IF IT DOES NOT, IDENTIFY WHAT THAT NEED OR THOSE NEEDS ARE AND SUMMARIZE PLANS FOR NEXT STEPS.	After observing years of the building's deterioration, the Select Board engaged an engineering firm to undertake a structural evaluation in 2021. This study identified numerous areas in need of immediate attention. This exterior masonry project that requires repointing the brickwork and removing the cement ramp and steps were listed as top priorities. Restoration of this building is a multi-phase project. Phase 1—carpentry and window repairs and repainting—was completed in 2023. Phase 2 will include removing the moss and organic growth from the bricks and applying a biological cleaning solution to the surfaces; repointing the brickwork where the mortar has deteriorated; replacing damaged bricks; and removing the non-ADA compliant cement ramp and steps from the front entrance. Rain splash from the ramp is contributing significantly to mortar deterioration at the entrance area. Moreover, the ramp has settled and now slopes toward the entrance, causing water to infiltrate the basement. Overall mortar deterioration is causing progressive moisture damage to the lower courses of brick on the entire building. Halting this damage is of prime importance; repointing would address the biggest problem areas. If the exterior is

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	not repaired soon, the structural integrity of the building will become more compromised. Once these high priority concerns are addressed, later phases of restoration will involve replacing the roof and addressing the perimeter drainage.
IF YOUR PROPERTY CURRENTLY HAS A PRESERVATION RESTRICTION, PLEASE PROVIDE A COPY.	N/A
THE PAUL BRUHN HISTORIC REVITALIZATION GRANT PROGRAM FOSTERS ECONOMIC DEVELOPMENT IN RURAL COMMUNITIES THROUGH THE REHABILITATION OF HISTORIC BUILDINGS IN THOSE COMMUNITIES. CLEARLY EXPLAIN HOW THIS GRANT WILL SUPPORT ECONOMIC DEVELOPMENT IN YOUR COMMUNITY.	Two decades ago with the production of Southampton's Community Development Plan in 2004, Town Center Revitalization was listed as one of its key strategies. Even then it recognized that revitalizing an existing town center can improve the community's overall image and enhance economic development. A second strategy focused on Adaptive Reuse of Older Buildings. Similar to infill development, adaptive reuse creates new uses for buildings that have outlived their original purpose. Research, including that from PlaceEconomics and the National Trust for Historic Preservation, has found that preserving historic buildings can have a significant impact on the economy. These buildings can attract tourists and businesses, which can lead to job creation, increased property values and increased income for the community. They also give us a sense of belonging and identity. Southampton is the gateway to Hampshire County, bordered by expanding urban centers predominantly to the east and south and by sparsely populated highland villages to the north and west. Southampton's historically rural character is still intact, but because of this and its central location, the Town has become an attractive community for residential development. Presently, the town relies on this building for essential emergency services; it contributes to the well-being and sense of security for town residents. People attracted to Southampton's small town, rural character want to feel safe in their surroundings and indeed, our crime rate is low. With ADA compliance at the front entry of the building, Southampton could use the large meeting room to host regional police training sessions under mutual aid agreements. Once the police department has relocated to a new facility, rehabilitating the Old Town Hall can serve as a catalyst for future community revitalization and economic development. The building can once again become a focal point for community events. A neighboring photo gallery and learning center that offers exhibits and workshops would benefit, as would a restaurant and nationally known dance

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	studio located less than two miles away. In conjunction with events at the Old Town Hall, Conant Park's pavilion and the future Greenway--both only a few hundred feet away--could offer recreational and picnicking sites. The popular seasonal use of the pavilion could expand with the new availability of a large, year-round venue at the Old Town Hall. Rental fees for performances or other special events could generate revenue for the town. As stated in our Open Space and Recreation Plan updated in 2021, the town of Southampton is one of the region's fastest growing communities. After a 20% population jump in the 1990s, the town grew another 15% from 2000-2018, keeping it within the top five fastest growing towns in the Pioneer Valley over this period. The potential for a re-imagined Old Town Hall's usage as both an historic and a cultural destination is without limit and will result in producing both tangible and intangible benefits.
IF YOUR PROPERTY OR PROJECT IS INCLUDED IN YOUR COMMUNITY'S COMPREHENSIVE OR MASTER PLANNING OR IS ALIGNED WITH YOUR ORGANIZATION STRATEGIC PLAN OR REGIONAL AND/OR STATEWIDE INITIATIVES, PLEASE PROVIDE EXAMPLES.	The Master Plan, adopted by voters in 2013 and updated as recently as 2020/2021, is structured in conformance with the state requirements outlined in Chapter 42 Section 81D. Designed to provide a basis for decision-making regarding the long-term physical development of the municipality, this project addresses several of the Plan's elements, including historic and cultural resources, public services and facilities, economic development and mobility. This preservation effort directly supports the Southampton Master Plan's goal of conserving and celebrating the town's rich historical heritage for current and future generations to appreciate. A restored Old Town Hall provides a central location for civic engagement, public discourse and community gatherings thereby promoting a sense of community—a central tenet of the town's Master Plan. In Chapter 3 of the Master Plan, Historic and Cultural Resources, Goal 3-1 states: "Ensure continued and expanded efforts to preserve and enhance the historical assets of the town of Southampton." This is followed by Strategy 3-1A: "Develop a plan for future use of municipally owned historic properties such as the Old Town Hall and Fire Station," while working to "determine the highest/best use of these properties and how to re-purpose the buildings while keeping historical character intact."
WILL COMPLETION OF THIS PROJECT MEET A DEFINED COMMUNITY NEED? IF SO, EXPLAIN HOW.	As stated earlier, restoring the Old Town Hall in Southampton is more than a historical project, it's an immediate need to keep our emergency services in a structurally sound and functional facility to serve everyone. Note that Southampton has an aging population with about 1/3 of our residents over age 60. The police department is staffed 24/7 and supports elders through initiatives like the Resident Reassurance

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	Program, where seniors can receive daily phone calls from dispatch with a follow-up visit if a check-in call is missed. They also provide security checks for residents who are on vacation, and have residents enrolled in a welfare check program after snow/ ice events. In collaboration with the Council on Aging, the police install lock boxes and house number posts. Other police functions are also vital here, such as controlling speed on state highway 10, which bisects town; preventing break-ins, theft, and scams. This project will also be an investment in the town's future, especially as Southampton's population continues to grow. By connecting residents to the town's past, the project would foster community engagement, drive economic development, and promote cultural and civic engagement. This will contribute to the overall vitality, cohesion, and sustainability of Southampton for years to come.
WILL THIS PROJECT SUPPORT AN INCREASE OF CULTURAL PROGRAMMING FOR YOUR COMMUNITY? IF SO, PLEASE EXPLAIN.	In a 2015 essay Why Do Old Places Matter written by the National Trust for Historic Preservation, the following is stated: "Old places are deeply beneficial to people because of the way they give us a sense of continuity, identity and belonging, because they inspire us with awe, beauty, and sacredness, because they tell us about history, ancestry and learning, and because they foster healthy, sustainable communities." This project is an investment for the town and will serve as a reminder of Southampton's rich history. The Town's rural characteristics blended with a few amenities that provide basic conveniences, (grocery, pharmacy, bank) yet located so close to everything else regionally, are part of the equation that attracts people to town. A restored Old Town Hall, with historic charm, architectural appeal, and attractive facilities, could host a range of cultural events, for both residents and visitors alike. The building could showcase offerings such as concerts, plays, lectures, and readings, thereby encouraging cultural activities and boosting the town's identity as a destination for cultural enrichment or what may be called heritage tourism.
PLEASE DESCRIBE THE LEVEL OF COMMUNITY SUPPORT FOR THIS PROJECT.	This project aligns closely with objectives in Southampton's Master Plan. Select Board meetings have also voiced support for pursuing this project as has the town's Historic Commission. In 2020, as part of a plan review and update process, the Master Plan Implementation Committee initiated a community survey to confirm residents' priorities for the development of the town within categories such as land use, mobility and infrastructure. Nearly 900 people responded to the survey and 54% were in support/strong support of the following priority action:

Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
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	'build or re-purpose existing municipal building for a multi-use meeting and community center.' Presently, residents are more aware and convinced of the need to have a functional and modern public safety building that provides appropriate working conditions for our first responders. With the eventual relocation of the police department on the horizon, there is every reason to believe that with a focused public education campaign, residents would bring their creative ideas for the re-purposing of the Old Town Hall.
PLEASE PROVIDE UP TO FOUR LETTERS FROM RELEVANT COMMUNITY STAKEHOLDERS, DEMONSTRATING SUPPORT OF YOUR PROPOSED PROJECT, INCLUDING ANY GROUPS WHO NEED TO APPROVE WORK ON THE BUILDING SUCH AS A SELECT BOARD OR BOARD OF TRUSTEES, AND YOUR LOCAL HISTORICAL COMMISSION.	Please see attached letters of support from the: Southampton Selectboard Southampton Police Department Southampton Historical Commission
IS THERE ANYTHING ELSE THAT YOU WOULD LIKE TO ADD?	Just an invitation to come visit the Old Town Hall.



Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
SUBMISSION:



Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
SUBMISSION:



Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
SUBMISSION:



Preservation Works in Western Mass Paul Bruhn Sub-Grant Program
SUBMISSION:



SELECT BOARD
Christine Fowles, Chair
Jon Lumbra, Vice-Chair
Stephen Johnson, Warrant Clerk
Daniel LaValley, Clerk
Cindy Palmer



TOWN ADMINISTRATOR
Scott Szczebak

ADMINISTRATIVE ASSISTANT
Judy Zedonis

TOWN OF SOUTHAMPTON

June 11, 2024

RE: Support for Southamptton's Old Town Hall Restoration

To Whom it May Concern:

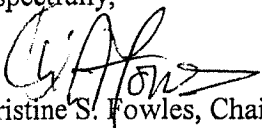
I am writing in support of Southamptton's application to the Paul Bruhn Historic Revitalization Grants Program that is requesting funding for Phase 2 work in restoring our 120-year-old Town Hall. This stately building is a cornerstone of our downtown historical district that long served as the center of community and civic activity. Over the years it has been used for many purposes and currently houses our Police Department.

While the Old Town Hall still maintains its presence and architectural integrity, the years have taken a toll on the exterior. The Select Board called for an envelope study some four years ago to better understand what areas needed our attention. Based on that report, we managed with American Rescue Plan funds to undertake a first step focusing on the windows and exterior woodwork. Re-pointing of the bricks, particularly around the lower levels of the building, and removing the cement ramp and steps, splashback from which is damaging both brick and mortar, are the next priorities.

As a small, rural town with little commercial tax base, it is difficult to allocate sufficient funds to do all that is needed to keep this Old Town Hall in good shape. This is particularly true as we are working on the design of a new public safety building that will, in a few years, house both our fire and police departments. At that time, the town's goal will be to re-purpose the building and restore its interior to showcase the way it was some 65 years ago. That will open possibilities for the Old Town Hall to be used once again for a variety of municipal and cultural activities to benefit not only Southamptton residents but also those from neighboring towns.

We ask for your consideration to award Southamptton funds to undertake this exterior masonry restoration project and re-point selected areas of our historic municipal building.

Respectfully,

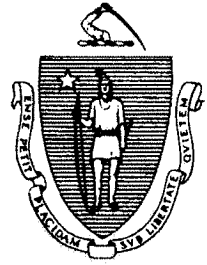

Christine S. Fowles, Chair
Select Board



Ian P. Illingsworth
Chief of Police

Town of Southampton Police Department

Business 413-527-1120 Fax 413-527-8776
PO Box 239, 8 East Street, Southampton, MA 01073



June 5, 2024

RE: Support of Old Town Hall Restoration

To Whom this May Concern,

This letter is in support of the restoration of the "Old Town Hall" in Southampton. I have spent my entire career, nearly 30 years as a police officer, in this historic building and have seen its slow and unfortunate deterioration. The recent eaves and window repair/ restoration has made a noticeable difference in not only the building's former susceptibility from the outside elements but also its historic appeal, however, much more work is required to be performed to ensure this building's integrity is restored and preserved.

Most notably, the pointing of the bricks located closest to the ground level and the front entrance way has been significantly undermined. In some areas there is up to one and a half inches in depth of mortar missing between bricks layers. Without repair, I expect bricks to eventually come loose. Additionally, the settling of the front steps has caused for rainwater to drain towards the building versus away from the building.

Please feel free to contact me for a site visit should any stakeholders want to inspect the building.

Sincerely,

Ian Illingsworth

Chief of Police
Southampton Police Department
chief@southamptonpolice.com

HISTORICAL COMMISSION
Robert Kozub, Chair
Kristina Madsen
Doric Dods
Barry Searle
Charlie Fisher



TOWN ADMINISTRATOR
Scott Szczebak

ADMINISTRATIVE ASSISTANT
Judy Zedonis

TOWN OF SOUTHAMPTON

June 10, 2024

RE: Support for Southampton's Old Town Hall Restoration

To Whom it May Concern:

The Southampton Historical Commission supports acquisition of grant funds to address structural problems existing at the "Old Town Hall". Rainwater enters the structure because of deterioration of brick and mortar and front stairs and ramp. This structure is an important Center District asset and in fact is the only municipal building in the East St historical district. It has had a variety of uses over the years and other than the above, is structurally sound.

Thank you for considering this application to the Bruhn Historic Revitalization Grants Program.

Sincerely,

Robert S. Kozub, Chairman
Southampton Historical Commission

Assistance Listing and Title.: 15.904 Historic Preservation Fund Grants-In-Aid
Grantor: Pioneer Valley Regional Ventures Center, Inc.
Grantee: Town of Southampton

FAIN: P23AP02077
Federal Award Date: 9/13/23
Grantee UEI: QFVJZK9C3L1

ATTACHMENT C
NATIONAL PARK SERVICE AND
PIONEER VALLEY REGIONAL VENTURES CENTER NOTICE OF AWARD
Grant No. P23AP02077-00 - Issued 9/13/2023

1. DATE ISSUED MM/DD/YYYY 09/13/2023 1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.904 - Historic Preservation Fund Grants-In-Aid

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P23AP02077-00 Originating MCA #

4a. FAIN P23AP02077

5. TYPE OF AWARD Other

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY From 09/01/2023

Through 08/30/2026

7. BUDGET PERIOD MM/DD/YYYY From 09/01/2023

Through 08/30/2026

8. TITLE OF PROJECT (OR PROGRAM)

2022 HPF BRUHN Pioneer Valley Regional Ventures Center Preservation Works in Western Mass

9a. GRANTEE NAME AND ADDRESS

PIONEER VALLEY REGIONAL VENTURES CENTER, INC.
60 Congress St FL 1
Springfield, MA, 01104-4300

9b. GRANTEE PROJECT DIRECTOR

Ms. Shannon Walsh
60 Congress St FL 1
Springfield, MA, 01104-4300
Phone: 413-781-6045

10a. GRANTEE AUTHORIZING OFFICIAL

Kimberly H. Robinson
60 Congress Street
Floor 1
Springfield, MA, 01104-3419
Phone: 4137816045

10b. FEDERAL PROJECT OFFICER

Mr. Cory Kegerise
1849 C St NW
Washington, DC, 20240-0001
Phone: 2025974189

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	0.00
h. Other	\$	650,000.00
i. Contractual	\$	77,635.00
j. TOTAL DIRECT COSTS	\$	727,635.00
k. INDIRECT COSTS	\$	22,365.00
l. TOTAL APPROVED BUDGET	\$	750,000.00
m. Federal Share	\$	750,000.00
n. Non-Federal Share	\$	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	750,000.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	750,000.00
13. Total Federal Funds Awarded to Date for Project Period	\$	750,000.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

Yes

No

2022 HPF BRUHN Pioneer Valley Regional Ventures Center Preservation Works in Western Mass

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants
1849 C Street NW
7360
Washington, DC, 20240-1000
Phone: 202 354 2062

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

54 USC §302904 Direct grants for the preservation of properties included on National Register

17. VENDOR CODE			18a. UEI WFK7UCN1GTZ5			18b. DUNS			19. CONG. DIST.		
0071436352									01		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION					
1	0051041314-00010	\$750,000.00	09/01/2023	08/30/2026	5140	FY223 HPF PB MA Pioneer Valley Regional					

NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED

09/13/2023

GRANT NO. P23AP02077-00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	08/30/2026	Final	12/28/2026

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	08/30/2026	Final	12/28/2026

REMARKS

1. Grant Agreement
between
the United States Department of the Interior
National Park Service
and
the Above-Named Recipient

Articles**1. Legal Authority**

NPS enters into this Agreement pursuant to:

1. 54 USC §302904 - Direct grants for the preservation of properties included on National Register
2. Consolidated Appropriations Act of 2022, enacted as Public Law 117-103
3. 54 USC §3001 *et seq.* - National Historic Preservation Act

2. Performance Goals and Project Objectives

The objective of the Paul Bruhn Historic Revitalization grant program is to support the rehabilitation of historic properties at the National, State, and local level of significance in order to rehabilitate, protect, and foster economic development of rural communities through subgrants which come from States, Tribes, Certified Local Governments, and non-profits able to support a competitive subgrant program. This program will fund preservation projects for historic sites to include architectural/engineering services and physical preservation.

NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED
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GRANT NO. P23AP02077-00

3. Public Purpose

This grant program enables eligible grantees, as stated in the Notice of Funding Opportunity, across the nation to participate in a nationwide historic preservation program and meet the goals of 54 U.S.C. 300101 et seq., commonly known as the National Historic Preservation Act.

4. Statement of Work

The Statement of Work to be performed in accordance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, as applicable to Tribes.

The Statement of Work is further defined in an addendum at the end of this Notice of Award.

5. Responsibilities of the Parties

1. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. Perform work in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the National Historic Preservation Act.
3. Notify NPS of all selected subawards/subgrants. Recipients that issue subawards/subgrants, (entities that function in whole or in part as pass-through entities), are responsible for ensuring subgrant/subaward compliance with the requirements of 2 CFR 200. The recipient must provide a list of selected subawardees/subgrantees and associated budgets to the NPS for review prior to making subawards/subgrants. Subrecipients should understand they are subject to the requirements of 2 CFR 200.1 "Subaward"; 200.101 Applicability; 200.331 Requirements for pass-through entities.
4. Recipients must select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for sole source procurement of consultants and contracts in accordance with 2 CFR 200.318-327 or 2 CFR 200.317, as applicable. This documentation must be submitted upon request to NPS.

2. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

6. Cost-Share Requirement

Non-Federal cost-share is required for costs incurred under this Agreement if identified in block 11n of the Notice of Award. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

7. Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. P23AP02077-00	

8. Award and Payment

1. The NPS will provide funding to the Recipient in an amount not to exceed the figure in block 11m of the Notice of Award for the Statement of Work described in Article VI and in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.
2. Recipient shall request payment as applicable in accordance with the following:
 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
3. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.

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4. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Start Date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
5. Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

9. Reports and/or Outputs/Outcomes

1. Refer to the second page of the Notice of Award document for Federal Financial reporting frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Manage Reports" functionality.
2. A final Performance Report and a final Federal Financial Report will be due 120 days after the end-date of the Term of Agreement. If the recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to the Federal Awardee Performance and Integrity Information System (FAPIIS). Each report shall be submitted as described above.
3. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.334 *Retention Requirements for Records*.
4. Specific projects, tasks, or activities for which funds are reimbursed and/or advanced will be tracked and reported by the grantee's submission as defined in an addendum at the end of this Notice of Award.

10. Award Specific Terms & Conditions

Terms and conditions specific to this award are defined in the Program Specific Requirements section of this agreement.

11. Standard Terms and Conditions

1. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

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DOI terms and regulatory requirements located at:

- <https://www.doi.gov/grants/doi-standard-terms-and-conditions>
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 10% de minimis rate per 2 CFR 200.414.

3. RESERVED

4. KEY OFFICIALS

A. Communications - The recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to the Awarding/Grants Management Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

5. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

6. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the recipient and NPS both when provided to the recipient and upon return.

7. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

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C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

8. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirements. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings You Must Report

- i. Submit the information required about each proceeding that:
- ii. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government.
- iii. Reached its final disposition during the most recent five-year period; and iv. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; or
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more; or
 - c) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 1. It could have led to an outcome described the award term and conditions.
 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

- i. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in the award terms and conditions. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

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D. Reporting Frequency

i. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

i. For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

9. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

If Federal funding is provided to a State, local, tribal, or territorial government for the purchase or use of UAS for their operations, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

Per the policy memorandum issued by National Park Service Director, dated June 19, 2014, the launching, landing, and operating of unmanned aircraft, that is not under the control of the Federal government, on lands and waters administered by the National Park Service is prohibited unless approval is received from the Associate Director for such purposes as:

Scientific study, search and rescue operations, fire operations, and law enforcement. Administrative use includes the use of unmanned aircraft by:

(i) NPS personnel as operators or crew;

(ii) cooperators such as government agencies and universities that conduct unmanned aircraft operations for the NPS pursuant to a written agreement; and

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(iii) other entities, including commercial entities, conducting unmanned aircraft operations for the NPS, provided such entities are in compliance with all applicable FAA and Department of the Interior requirements.

10. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights. The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title. The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each

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subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and

(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

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(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take

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within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

11. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's

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Workers” the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America’s workers thrive.

12. SECTION 508 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. § 794 (d))

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act’s requirements that all documents posted on an NPS or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to [Section 508.gov](https://www.section508.gov), Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

13. LOBBYING PROHIBITION

18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the

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related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

14. ANTI-DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

15. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

16. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

17. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

18. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

19. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

21. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

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22. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR §200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

23. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

24. CONFLICT OF INTREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

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(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

25. BUILD AMERICA, BUY AMERICA

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to exceed the Simplified Acquisition Threshold (SAT), currently \$250,000.00. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

As applicable, recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in,

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incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#). Additional information can also be found at the White House Made in America Office website: [Made In America | OMB | The White House](#).

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: [Approved DOI General Applicability Waivers | U.S. Department of the Interior](#).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#) and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.

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4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at [Approved Buy America Requests | U.S. Department of the Interior \(doi.gov\)](#); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities;

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broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

26. GEOSPATIAL DATA

Geospatial Data Act of 2018, Pub. L. 115-254, Subtitle F – Geospatial Data, §§ 751-759C, codified at 43 U.S.C. §§ 2801–2811 - Federal recipient collection of geospatial data through the use of the Department of the Interior financial assistance funds requires a due diligence search at the GeoPlatform.gov list of datasets to discover whether the needed geospatial-related data, products, or services already exist. If the required data set already exists, the recipient must use it. If the required data is not already available, the recipient must produce the proposed geospatial data, products, or services in compliance with applicable proposed guidance and standards established by the Federal Geospatial Data Committee (FGDC) posted at www.fgdc.gov.

27. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Program Specific Requirements

1. NPS Oversight

The NPS will provide oversight of this grant project through the following NPS reviews:

1. Review and approval of annual and final reporting to include compliance with 2 CFR 200;
2. Review and approval for compliance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*;
3. Review and approval for compliance with Sections 106 (54 USC 306108) and 110f (54 USC 306107) of the National Historic Preservation Act in coordination with the appropriate State Historic Preservation Office;
4. Review and approval for compliance with the National Environmental Policy Act (NEPA);
5. Review and approval of project signage to notify the public of federal involvement; and
6. Any other reviews as determined by the NPS based on program needs or financial/programmatic risk factors (i.e., draft National Register nomination if required, etc.).

2. Determination of Risk

In accordance with 2 C.F.R. § 200.205, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, Federal Awardee Performance and Integrity Information System (FAPIIS), and/or past performance on previous

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Federal financial assistance awards and other factors.

This award has been determined to be a low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined medium or high risk and be subject to additional grant terms and conditions.

3. Eligible Costs

Eligible costs under this award are as described in this Notice, 2 CFR 200, and the Historic Preservation Fund Grants Manual (HPF Manual).

For this program eligible costs also include:

1. Projects under the eligible program areas as defined by the National Historic Preservation Act (NHPA);
2. Administrative costs necessary to complete and administer the grant requirements;
3. Rehabilitation of properties;
 1. Eligible properties include historic districts, buildings, sites, structures and objects listed or eligible for listing in the National Register of Historic Places or applicable Tribal Register;
 2. Unlisted properties that receive funding must complete and submit a nomination as part of the project;
 3. All work must meet the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*; and
 4. All projects receiving repair assistance must enter into a preservation agreement/covenant/easement
4. Cost for producing a nomination to the National Register of Historic Places (if applicable);
5. Cost for administering an easement/covenant for the property;
6. Cost for any required audits or financial requests;
7. Cost for the production of project signs;
8. Costs for public notice of grant opportunities;
9. Costs associated with required training or reporting; and/
10. Any other costs as determined eligible by the NPS in accordance with the OMB circulars, NPS policies, and the Historic Preservation Fund Grants Manual.

4. Equipment Purchases

Each item of equipment purchased under this award must be approved specifically and in writing by the NPS prior to purchase to confirm the allowability of the costs. Approval of the application is not approval

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of equipment included within the application. Equipment is defined by 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.

5. Consultants & Contractors

Consultant/contractor(s) must have the requisite experience and training in historic preservation or relevant field to oversee the project work. All consultants and contractors must be competitively selected and documentation of this selection must be maintained by the grantee and be made readily available for examination by the NPS. Federal contracting and procurement guidance can be found in 2 CFR 200.318. Maximum rates charged to this grant may not exceed 120% of a Federal Civil Service GS-15, step 10 salary per project location. Current regional salary tables can be found on the Office of Personnel and Management website: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>.

6. Requirement for Project Sign & Public Notification

As stipulated in 36 CFR Part 800, public views and comments regarding all Federally-funded undertakings on historic properties must be sought and considered by the authorizing Federal agency. Therefore, the grantee is required to post a public notification regarding the undertaking under this grant in one or more of the major newspapers or news sources that cover the area affected by the project within 30 days of obligating any contracts or subgrants. A copy of the posted release must be submitted to NPS within 30 days of the posting.

HPF funded physical preservation projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. A signage/notification template must be submitted for approval by the ATR in advance. Also the sign/notification must be of reasonable and adequate design and construction to withstand weather exposure (if appropriate); be of a size that can be easily read from the public right-of-way; and be accessible to the public throughout the project term as stipulated in this Grant Agreement. At a minimum, all notifications must contain the following statement:

"[Project Name] is being supported in part by the Historic Preservation Fund administered by the National Park Service, Department of the Interior."

Additional information briefly identifying the historical significance of the property and recognizing other contributors is encouraged and permissible. The NPS arrowhead logo may only be used in conjunction with the HPF approved signage format that can be provided upon request. Any other use of the logo is prohibited.

Photo documentation of the installed sign/notification for all physical preservation projects must be uploaded to HPFOnline.

7. Publicity & Press Releases

Press releases about this project must acknowledge the grant assistance provided by the Historic Preservation Fund and the National Park Service, and copies of the press releases must be provided to the NPS. The Recipient must transmit notice of any public ceremonies planned to publicize funded or related projects in a timely enough manner so that the NPS, Department of the Interior, Congressional or other Federal officials can attend if desired. All publicity and press releases related to activities funded with this award should include a statement that funding for the activity was provided (in part or in whole) by the

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Historic Preservation Fund (HPF) administered by the National Park Service.

8. Funding Acknowledgement

The grantee must include acknowledgment of grant support from the Historic Preservation Fund of the National Park Service, Department of Interior, in all deliverables and publications concerning NPS grant-supported activities as referenced in the Statement of Work.

All deliverables must contain the following disclaimer and acknowledgement:

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior under Grant Number [insert grant number] (and HPF Online Project Number, if applicable). Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

1. Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures or magazines; video or audio files; documentation of events, including programs; invitations and photos; websites; mobile apps; exhibits; and interpretive signs.
2. All digital copies must follow the file naming convention described in the attached Digital Product Submission Guidelines. Refer to the attached guidance document for instructions on creating, naming and submitting digital copies of deliverables/publications.
3. All consultants hired by the grantee must be informed of this requirement.
4. Grantees, subgrantees, contractors may not use the NPS Arrowhead in any form without written permission.

9. Copyright

Per 2 CFR 200.315(b), the NPS reserves a royalty-free right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so, any materials produced under this grant. All photos included as part of the interim & final reporting and deliverables/publication will be considered released to the NPS for future official use. Photographer, date, and caption should be identified on each photo, so NPS may provide proper credit for use.

A digital copy of all deliverables must be available for public access. Sensitive information may be redacted from the public access copy.

All consultants hired by the Recipient must be informed of this requirement.

10. Easement/Covenant Requirement

Section 54 USC 302902 of the National Historic Preservation Act requires Historic Preservation Fund grantees agree to assume, after the completion of the project, the total cost of continued maintenance, repair and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site shall sign a preservation agreement/covenant/easement (easement) with the State or Tribal Historic Preservation Officer in which the site is located or with a nonprofit preservation organization acceptable to the NPS. For competitive (project) grants, a draft copy of the preservation covenant/easement template must be submitted to the NPS ATR within one year of grant agreement execution for review and comment.

All preservation easements must be executed by registering it with the deed of the property. Baseline

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documentation of the character defining features of the site must be documented prior to construction through photographs. The preservation easement must document the grant assisted condition of the site and the historic character defining features as part of the document registered with the deed.

The term of the preservation easement is dependent on the amount of assistance the historic property receives from this opportunity:

1. If the historic property is not currently protected by a preservation easement, a preservation easement must be executed for the term as given in the table below per the amount of funding awarded.
2. If the historic property is currently subject to a preservation easement that meets the minimum federal preservation requirements, an extension must be executed for an additional duration to meet the requirements of the new funding awarded. Required term is identified in the table below. For example, if a property had 10 years remaining on a previous 20-year easement, and receives \$300,000 in HPF funding, an amendment to add 15 years would be required.
3. If the historic property is currently protected by a perpetual or other preservation easement that meets or exceeds the requirements of this grant program as determined by the NPS, no additional duration or restrictions are necessary.

Amount of Federal Assistance Awarded	Covenant/Easement Term Requirement
\$1-\$50,000	5-year minimum preservation agreement; a covenant/easement amending the deed is not required
\$50,001 - \$250,000	10-year minimum preservation covenant/easement
\$250,001 - \$500,000	15-year minimum preservation covenant/easement
\$500,001 - \$750,000	20-year minimum preservation covenant/easement
\$750,001+	25-year minimum preservation covenant/easement

11. National Register of Historic Places/Tribal Register Listing Requirement

The Historic Preservation Fund requires that sites are only eligible for physical preservation funding if the resource is listed in the National Register of Historic Places (NRHP) or applicable Tribal Register. If the resource is not listed in the NRHP or applicable Tribal Register, it must be listed by the end of this grant award's Period of Performance or else applicable costs may be subject to disallowance by the National Park Service (NPS). The nomination process must include NPS review of a draft nomination prior to

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submission to the State or Tribal review board.

12. NPS Review of Planning/Design Documents for National Historic Landmarks

The grantee must submit the following:

1. a site plan that has the north direction clearly marked;
2. a city/county map with the site of the property clearly labeled;
3. set of plans and specifications for the project;
4. digital images of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan;
5. digital images of all interior major rooms and those involved in the project, labeled and keyed to a floor plan;
6. for NHL Districts include overall views of the district from the project area; and
7. any additional information that will better enable a technical review of the project to be completed.

The grantee must submit documents for the entire undertaking to the NPS for its review and approval to ensure conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, Historic Preservation Fund Grant Manual, and with the conditions listed in this Grant Agreement, **prior** to the beginning of grant-assisted work. Work that does not comply with these Standards in the judgment of the NPS will not be reimbursed, and may cause the grant to be terminated and funds deobligated.

Plans & specifications for the project must be marked on the cover with this statement:

The {name of property} is designated a National Historic Landmark for its architectural and historic significance. It is considered to have irreplaceable cultural, material, and aesthetic value. The work is funded in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. The funding of which is subject to having all work items meet The Secretary of the Interior's Standards for the Treatment of Historic Properties.

13. Compliance with Section 106

Pursuant to Section 106 of the National Historic Preservation Act (54 USC 306108), the NPS and the grantee must complete the consultation process stipulated in the regulations issued by the Advisory Council on Historic Preservation (ACHP) in 36 CFR 800 **prior** to the commencement of all grant-assisted construction or ground disturbance on the property.

14. Compliance with Section 110

Section 110 of The National Historic Preservation Act identifies the responsibility of the federal agency in their treatment of historic properties. Section 110(f) (54 USC 306107) clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm. See this agreement for submission requirements regarding NHL properties. In addition, Section 110(k) (54 USC 306113) prohibits the NPS from funding any grantee or subgrantee that attempts to avoid the requirements of Section 106. Grantees

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must make every effort to fund preservation projects that do no harm or adverse effects to NHL properties. Should it be discovered a grantee has deliberately damaged a property (e.g., pre-emptive demolition) to avoid requirements, the NPS must be notified to determine, in consultation with the ACHP, if the project can proceed.

15. Requirement for NEPA Compliance

All HPF funded grants are subject to the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended. This Act requires Federal agencies to consider the reasonably foreseeable environmental consequences of all grant-supported activities. As part of the NPS implementation of NEPA, grantees are required to notify the NPS of any reasonably foreseeable impacts to the environment from grant-supported activities, or to certify that no such impacts will arise upon receipt of a grant award. In addition, the NPS has determined that most HPF grant funds are not expected to individually or cumulatively have a significant impact on the environment, unless the activity involves development (construction) or archeology. For construction or archeology projects, the applicant/grantee should submit an *Environmental Screening Worksheet*, in order to assist the NPS in determining if a Categorical Exclusion (found in NPS Director's Order 12) can be utilized.

16. Compliance with the Americans with Disabilities Act and the Architectural Barriers Act

The use of federal funds to improve public buildings, to finance services or programs contained in public buildings, or alter any building or facility financed in whole or in part with Federal funds (except privately owned residential structures), requires compliance with the 1990 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and the Architectural Barriers Act (ABA). Work done to alter the property should be in compliance with all applicable regulations and guidance.

17. Unanticipated Discovery Protocols

At a minimum, unanticipated discovery protocols for subgrants or contracts shall require the sub-grantee or contractor to immediately stop construction in the vicinity of the affected historic resource and take reasonable measures to avoid and minimize harm to the resource until the SHPO or THPO, sub-grantee or contractor, and Indian Tribes, as appropriate, have determined a suitable course of action within 15 calendar days. With the express permission of the SHPO and/or THPO, the sub-grantee or contractor may perform additional measures to secure the jobsite if the sub-grantee or contractor determines that unfinished work in the vicinity of the affected historic property would cause safety or security concerns.

18. NAGPRA Costs Are Unallowable

Cost related to Native American Graves Protection and Repatriation Act (NAGPRA) activities are unallowable under this agreement. Funds for NAGPRA activities are available through the NPS National NAGPRA Program.

19. GIS Spatial Data Transfer Standards

All GIS data collected with HPF funds shall be in compliance with the NPS Cultural Resource Spatial Data Transfer Standards with complete feature level metadata. Template GeoDatabases and guidelines for creating GIS data in the NPS cultural resource spatial data transfer standards can be found at the NPS Cultural Resource GIS Facility webpage:

https://www.nps.gov/crgis/crgis_standards.htm

Technical assistance to meet the NPS Cultural Resource Spatial Data Transfer Standard specifications

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will be made available if requested. Execution of a Data Sharing Agreement between the NPS and the Recipient shall take place prior to collection of GIS data using HPF funds, as applicable.

Compliance with this award term will satisfy the requirements of Article 26 "Geospatial Data" and contained within the Department of the Interior's General Terms & Conditions (effective June 1, 2023).

20. Funding for Use of Unmanned Aircraft Systems (UAS) (AKA Drones)

HPF funding for unmanned aircraft systems (UAS) usage is eligible only in the contracting of an experienced, licensed contractor of UAS who possesses the appropriate license, certifications, and training to operate UAS. The contractor is required to provide proof of liability insurance in the operation of UAS for commercial use.

If HPF funding is provided to a state, tribal, local, or territorial government, or other non-profit organization for the use of UAS as part of their scope of work, the recipient must have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties prior to expending such funds.

21. Subgrant Awards

The awarding of subgrants must follow the general criteria described below in addition to the eligibility factors outlined in the Notice of Funding Opportunity, OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual.

The Grantee must publicly announce the availability of HPF funds and include the following information:

1. A summary statement of the priorities for funding;
2. Description of eligible activities for which funding is to be provided;
3. The total amount available, or expected to be available for subgrants;
4. An explanation of the required selection process used, including evaluation criteria, that will provide an opportunity for all eligible entities to submit applications and have them considered on an equal basis;
5. The deadline for submitting the completed application;
6. Directions to the applicant to include a detailed and specific list of the final products to be accomplished with the subgrant, and to provide a detailed line-item budget that includes all major work elements;
7. Identification of the donor, source, kind, and amount of nonfederal matching share to be contributed, if applicable;
8. An explanation that all elements funded must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
9. An explanation that all subgrants must follow OMB regulations in 2 CFR 200, and the Historic Preservation Fund Grant Manual;

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10. Notice of the requirement for easements or covenants for grant assisted preservation work.

To qualify a subgrantee as responsible, the grantee must ensure that a subgrantee will:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities; or a firm commitment, arrangement, or ability to obtain such;
2. Be able to comply with the proposed or required completion schedule for the project;
3. Have a satisfactory record of integrity, sound judgment, and satisfactory performance, especially with prior performance upon grants and contracts;
4. Have an adequate accounting system and auditing procedures to provide effective accountability and control of property, funds, and assets sufficient to meet audit requirements.

NPS oversight of subgrants will include:

1. Review of selected subgrants;
2. Review of any physical preservation work for compliance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*;
3. Review of any physical preservation work or archeological surveys for compliance with National Environmental Policy Act (NEPA);
4. Review, in concert with National Park Service regional office(s), physical preservation work as per Section 110(f) (54 USC 306107) which clarifies the responsibility of the agency to protect National Historic Landmarks (NHL) from harm;
5. Verification of submission of any subgrants over \$30,000 federal share to Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS);
6. Review of final executed preservation easement/covenant;
7. Additional requirements as determined for the grantee based on risk or program requirements.

22. Requirement for Training

At the direction of the National Park Service, personnel associated with management of the grant program may be required to attend trainings and/or meetings. The grantee will be provided adequate notice to plan for any required activities; expenses incurred as part of this requirement are eligible to charge towards the grant.

23. Demonstration of Effort – Performance Goals

In order to ensure the timely and successful completion of all HPF grant awards, the NPS requires acceptable demonstration of effort by the grantee on project work supported by all HPF funded grants.

Demonstration of effort means acceptable performance by undertaking meaningful progress on grant-supported activities and complying with award terms and conditions.

NOTICE OF AWARD (Continuation Sheet)

PAGE 29 of 29	DATE ISSUED 09/13/2023
GRANT NO. P23AP02077-00	

24. Notice of Financial Management Review

As part of government-wide efforts to improve coordination of financial management and increase financial accountability and transparency in the receipt and use of federal funding, the grantee is hereby notified that this award may be subject to higher scrutiny. This may include a requirement to submit additional reporting documentation.

25. Catalog of Federal Domestic Assistance/Assistance Listing Inclusion in Single Audit

Non-Federal entities receiving financial assistance through the Historic Preservation Fund must include the appropriate Catalog of Federal Domestic Assistance (CFDA) number in the Schedule of Expenditures of Federal Award in their Single-Audit. The CFDA number applicable to this award as identified in block 2 on the first page of this agreement document.

26. Audit Findings and Follow-Up

The Recipient is hereby informed that the NPS may withhold or suspend award funds, or may impose other related conditions, if the recipient does not satisfactorily and promptly address findings from Single or program-specific audits, investigations, or reviews of NPS programs and awards. Each year the award is active, the Recipient must require its auditors to provide status report updates of all audit findings included in the prior audit's Schedule of Findings and Questioned Costs, as required by 2 CFR 200, Subpart F ("Grants and Agreements, Audit Requirements"). Upon review of subsequent annual audits, the NPS will determine if further corrective action is warranted.

When findings exist, the Recipient must submit a status report every six months to the NPS of all steps being taken to resolve related audit findings included in the prior audit's *Schedule of Findings and Questioned Costs* to remain in good standing for all NPS grant awards. If the Recipient fails to meet these deadlines without written approval of extension from the NPS, NPS may withhold remaining and future award funds, or may impose other related requirements to ensure compliance with this condition. Outstanding audit findings, if any, are included in the attachments of this Agreement.

AWARD ATTACHMENTS

PIONEER VALLEY REGIONAL VENTURES CENTER, INC.

P23AP02077-00

1. Environmental Screening
2. Digital Product Submission Guidelines
3. Addenda



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, NW
Washington, DC 20240

ENVIRONMENTAL CERTIFICATION

Based upon a review of the application, proposed work, and the supporting documentation contacting in the applications, it has been determined that the proposed HPF funded work meets the criteria for categorical exclusion under the current Interim Director's Order 12 *Categorical Exclusions* (replacing DO-12 Handbook, Chapter 3, Sections 3.3, 3.4, and 3.5).

Applicable categorical exclusion(s) below apply to all proposed projects **except** development and archeological survey which must be reviewed independently: **F.1 – F.6 – Actions Related to Grant Programs**

Megan J. Brown
Chief State, Tribal, Local, Plans & Grants
National Park Service

[effective as of Date Issued]
(block 1, page 1)

Digital Product Submission Guidelines

The National Park Service's (NPS) State, Tribal, Local Plans & Grants (STLPG) Division developed these guidelines to outline the digital product submission process for grant recipients. These guidelines specify the types of products that should be submitted, supply guidance on the file names and formats grant recipients should use, and define how submissions should be made.

Products submitted digitally may be uploaded and shared with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. The see grant products that have already been uploaded, use the above link, choose Historic Preservation Fund (HPF) under "Select a Park, Office, Program or Region" and selected a category of featured context.

What to submit:

- Provide one digital copy of each deliverable or publication under your grant agreement. Refer to the Reports, Outputs, & Outcomes article to find the deliverables and publications specified in your grant agreement.
- Deliverables and publications include, but are not limited to, the following materials:

SUBMIT	DO NOT SUBMIT
Reports, plans and guidelines (including historic structure reports, design guidelines, economic impact studies, treatment reports, historic context statements, preservation plans)	Digital copies saved on CD/DVD-Rs or flash drives (unless arrangements have been made with your grant administrator)
Substantive event materials (including programs, proceedings, handouts, photographs)	Confidential/restricted reports that cannot be viewed by the general public (including archeological reports, architectural reports on federal buildings or restricted sites)
Professionally produced content (including books, documentaries, oral histories, presentations and PSAs)	Other documentation not intended for the general public (including survey forms, financial records, correspondence)
Interpretive products (including books, brochures, posters, interpretive tours, coloring books or other youth-focused products, lesson plans)	Ephemeral products unlikely to be of future value to the general public (including flyers, postcards, invitations, meeting minutes)
Online content (including websites, story maps, and other web-based projects)	

- **Final grant products may be made available to the general public and should, by default, feature the NPS disclaimer.** Printed products must feature a printed disclaimer when feasible. Audio products must include a spoken version of the disclaimer. Video products must include the disclaimer as an on-screen graphic. A disclaimer is not required when it would be unreasonable to do so, such as on size-restrictive publications like postcards or flyers.

"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior."

- For additional questions about the required disclaimer, consult with your grant manager.

Naming files for submission:

- Name each file you will be submitting using the following naming convention:
[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_[Short File Description]
- Do not use spaces or special characters (#, %, &, ?) in the file name.
- For "Short File Description," write a brief (less than 50 characters), unique description that would help someone easily and quickly identify the file.
- If files are part of a series, append the number 001, 002, etc. to the end of the description.
Ex: Audio files from a FY2018 grants by the DC State Historic Preservation Office
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview001.mp3
SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_JohnDoeInterview002.mp3
- Use the appropriate abbreviation for your grant program in the file name:

Grant Program	Abbreviation
African American Civil Rights	<i>AACR</i>
Hurricanes Florence & Michael and Typhoon Yutu Recovery	<i>FYM</i>
Hurricanes Harvey, Irma, & Maria Recovery	<i>HIM</i>
Historically Black Colleges & Universities	<i>HBCU</i>
Historic Preservation Fund	<i>HPF</i>
Paul Bruhn Historic Revitalization Grants	<i>PBHRG</i>
Save America's Treasures	<i>SAT</i>
Semiquincentennial	<i>SEMI</i>
State Historic Preservation Office	<i>SHPO</i>
Tribal Heritage Grants	<i>THG</i>
Tribal Historic Preservation Office	<i>THPO</i>
Underrepresented Communities	<i>URC</i>

Required file formats and resolution standards:

- *Reports and publications*: PDF files created at 300 ppi (pixels per inch) minimum and 100% of the original document size. Convert authoring formats to PDFs (for example, saving Word or InDesign files as PDFs). When born-digital is not available, provide high resolution scans of printed materials as PDFs. Preference is for PDF/A-1 or PDF/A-2 format over standard PDF.
- *Photos*: JPEG or TIFF files saved at a minimum resolution of 3000 x 2000 pixels (or 6 megapixels).
 - **When submitting photographs, include captions, photo credit, and a signed release form (if needed).** [Photo release forms are available on the STLPG website.](#)
 - **Development (construction) grants must submit photographs of all work completed under the grant, including at least three views of the overall structure and all elements of the scope of work.** Refer to the [NPS Documenting Historic Places on Film guidelines](#) for more information on photographing a variety of historic environments and buildings.
- *Videos*: MP4 files saved at a resolution of 1280 by 720 pixels. All videos produced with HPF funding should include closed captioning. When reasonable, provide transcripts of videos as Word documents.
- *Audio*: Uncompressed WAV files. When reasonable, provide transcripts of audio files as Word documents.
- For more information about formatting deliverables, consult the [National Archives' Tables of File Formats](#).

Creating an index file for your submission:

- Include this information in the index file for each product that is being submitted:
 - Grant Number
 - Subgrant Number (if applicable)
 - Title of Product
 - Filename
 - Product Creator(s) (give full names and their roles include up to 5 names or organizations)
 - Date Completed
 - Extent (number of pages, photographs, or length of audio/video files; use when applicable)
 - Description (up to 200 words)
- Save the index file as a Microsoft Word document using the following naming convention:

[Grant Program]_[Fiscal Year]_[Grantee's State Abbreviation]_[Legal Name of Grantee or Subgrantee]_[Grant Number]_Index.docx

Ex. SHPO_18_DC_GranteeHistoricDistrict_P17AF00001_Index.docx
- Only submit one index per submission, including all of the products in that submission

Submitting Your Files:

1. Email stlpg@nps.gov to ask to be added to your grant folder.
2. You will receive an e-mail from the Records Management Assistant's e-mail account with the subject '[RM Assistant Name] shared the folder "[Grant Name]" with you'. Click 'Open' in the e-mail.
3. You will be sent to a page asking you to Request Verification Code. Click 'Send Code.'
4. A second e-mail from no-reply@sharepointonline.com with the subject 'Code [Eight digit number] is your Microsoft SharePoint verification code.'
 - a. Copy the code from the e-mail and paste into the box on the 'Enter Verification Code' page that appeared after you requested a code be sent to you.
5. Click the 'Upload' button at the top of the page.
 - a. It will give you the option to either upload file(s) or a folder.
6. In the new window, click on the file you wish to upload and then 'Open'. The file should now appear on the page.
7. E-mail the stlpg@nps.gov account to notify them that the files have been submitted using the template provided in your welcome e-mail. Unlike the previous system, there is no notification given when a file is uploaded and your files will not be considered submitted until this email is received.

Reviewing submitted files:

- When NPS receives the files, we will review your submitted products for compliance with the HPF grants manual, the Secretary of the Interior's Standards of Archeology and Historic Preservation, and any other relevant requirements.
- If there are issues with the submitted files or grants products, your grant manager will contact you and may ask for corrections and resubmission if necessary.
- NPS will also determine whether the submitted products are suitable for sharing with the general public through the [Integrated Resource Management Application \(IRMA\)](#), the NPS's digital repository system. If so, we will upload the files there and make them publicly available.

**Addenda
to
Grant Agreement
P23AP02077**

1. Addendum to Approved Budget

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>	\$ 8,786.00	\$ 68,849.00			\$ 77,635.00
<i>Construction</i>					\$ -
<i>Other</i>		\$ 650,000.00			\$ 650,000.00
<i>Indirect Costs</i>	\$ 22,365.00				\$ 22,365.00
Total	\$ 31,151.00	\$ 718,849.00	\$ -	\$ -	\$ 750,000.00

2. Addendum to Article IV - Statement of Work

The Statement of Work is further defined to include:

The Statement of Work to be performed in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and as determined eligible in the National Historic Preservation Act (NHPA), 54 U.S.C 300101 et. seq., and in the Historic Preservation Grant Fund Manual, includes:

- A. The Paul Bruhn Historic Revitalization Subgrant Program will provide subgrants for preservation activities on properties listed in or eligible for the National Register of Historic Places in communities with populations of less than 50,000 people as of the 2020 U.S. Census in Hampshire, Hampden, and Worcester Counties that are selected through a competitive process. All associated work must adhere to the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*.
- B. Additionally, this funding may be used to:
 1. Offer preservation technical assistance to local government officials and to owners of properties listed or eligible for listing in the National Register of Historic Places; and,
 2. Develop any architectural/engineering plans and specifications, however, costs for this activity **must not exceed 20% of the total project cost**.
 3. Support costs necessary to manage the subgrant program.
 4. Support administrative costs necessary to complete and administer the grant. Note that federal administrative costs **cannot exceed 25% of the total project cost**.

- C. For properties determined eligible for listing in the National Register of Historic Places: Prepare and submit nomination or amendment to the National Register of Historic Places. Draft documentation must be submitted to NPS Grant Manager as described in the deliverables below. Final National Register nominations must be submitted to the appropriate State Historic Preservation Office.
- D. NPS review and approval of all work undertaken on subgrant projects during the period of performance, including activities funded by non-Federal sources, is required prior to commencement of said work. This include the design, materials, and methods to be utilized.

3. Addendum to Article IX – Reports, Outcomes, & Deliverables

The Reports, Outcomes, and Deliverables are further defined to include:

- A. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:
 - 1. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
 - 2. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
 - 3. Draft subgrant program guidelines, application forms, promotional materials, and subgrant agreements to be provided to NPS for review and comment prior to distribution.
 - 4. List of proposed subgrants for NPS review and comment prior to public announcement.
 - 5. Selected consultant qualifications (prior to signing contract)
 - 6. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)
https://www.nps.gov/preservation-grants/civil-rights/NEPA-Environmental-Screening-Worksheet_Project_Grants.docx
One worksheet is to be submitted for each subgrant project
 - 7. Proposed architectural and engineering plans and/or specifications for each subgrant project
 - 8. Draft project sign (see Requirement for Project Sign & Public Notification)

9. Draft preservation easement/covenant (see Easement/Covenant Requirement)
10. Draft National Register nomination or amendment at 50% completion, if applicable

B. The Final Report must be submitted digitally and include:

1. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable
2. Final project deliverables:
 - a. SF-425 Federal Financial Report
 - b. Final Report Worksheet
 - c. Before and after images of each project
 - d. Copy of the executed covenant or easement for each subject property
 - e. Photo of the installed required project sign at each subject property
 - f. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable
 - g. Final National Register nomination or amendment submitted to the SHPO, if applicable

ATTACHMENT D
**THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF
HISTORIC PROPERTIES**
§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.*

- (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.
- (2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- (3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.
- (4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.
- (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.
- (6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.
- (7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
- (8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.*

- (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
- (2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
- (3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
- (4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.
- (5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) *Restoration.*

(1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

Assistance Listing and Title.: 15.904 Historic Preservation Fund Grants-In-Aid
Grantor: Pioneer Valley Regional Ventures Center, Inc.
Grantee: Town of Southampton

FAIN: P23AP02077
Federal Award Date: 9/13/23
Grantee UEI: QFVJZK9C3L1

(d) *Reconstruction.*

- (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.
- (2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
- (3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.
- (4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.
- (5) A reconstruction will be clearly identified as a contemporary re-creation.
- (6) Designs that were never executed historically will not be constructed.

Assistance Listing and Title.: 15.904 Historic Preservation Fund Grants-In-Aid
Grantor: Pioneer Valley Regional Ventures Center, Inc.
Grantee: Town of Southampton

FAIN: P23AP02077
Federal Award Date: 9/13/23
Grantee UEI: QFVJZK9C3L1

ATTACHMENT E

Proof of property insurance

MIIA PROPERTY AND CASUALTY GROUP, INC.

CERTIFICATE OF INSURANCE

DATE(MM/DD/YYYY)

2/7/2025

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 CONTRACTS BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the contract(s) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

INSURED
Town of Southampton
210 College Highway
Southampton, MA 01073

PRODUCER
MIIA Member Services
Department 530, P.O. Box 4106
Woburn, MA 01888-4106

COVERAGES

CERTIFICATE NUMBER: 1

REVISION NUMBER:

THIS IS TO CERTIFY THAT CONTRACTS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE CONTRACT PERIOD 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 INSURANCE AFFORDED BY THE CONTRACTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CONTRACTS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	CONTRACT NUMBER	CONTRACT EFF (MM/DD/YYYY)	CONTRACT EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER LOCATION	☐	SOU00388-04-24	7/1/2024	7/1/2025	Each Occurrence \$1,000,000 Damage To Rented Premises (Ea occurrence) \$300,000 Med Exp (Any one person) \$15,000 Personal & Adv Injury \$1,000,000 General Aggregate \$3,000,000 Products - Comp/Op Agg \$3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS	☐				EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER INCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A		☐				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Southampton-Old Town Hall, 8 East Street, Southampton MA 01073 are listed as additional insured for general liability only with respects to use of the facilities.

Coverage is provided subject to the policy terms, conditions, and exclusions

CERTIFICATE HOLDER

Southampton, Town of
210 College Highway

Southampton, MA 01073

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED CONTRACTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John M. Curiale