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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of HISTORICAL RESOURCES
19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

November 3, 2021

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

REQUESTED ACTION

Pursuant to RSA 261:97-c, Use of Funds, authorize the Department of Natural and Cultural Resources, Division of Historical Resources, to award a Conservation Number Plate (Moose Plate) Grant to the Town of Effingham (VC #159990), in the amount of $10,000 to repair historic wood doors on the Town Hall/Library effective upon Governor and Executive Council approval through September 30, 2023. 100% Other Funds (Agency Income).

Funding is available in account, Conservation Plate Fund, as follows:

	FY 2022
03-035-035-350010-34050000-073-509074 – Grants Non-Federal	$10,000

EXPLANATION

The Conservation Number Plate Fund is used to promote the use and conservation of cultural resources in New Hampshire and to preserve the cultural heritage that belongs to all New Hampshire citizens by providing for the preservation of publicly-owned historic properties.

Built in 1858 as the New England Masonic Charitable Institute, the 2 ½-story Italianate style buildings is one of the only known schools in the nation to have been founded and run by the Masons. It was sold to the town for use as the town offices and public library in 1891. While town offices moved out in 2005, the building currently houses the library. The building was listed to the National Register of Historic Places in 2019.

Respectfully submitted,

Sarah L. Stewart
Commissioner

GRANT AGREEMENT **Grant #MP-21-02**

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: **Pending G&C Approval – September 30, 2023**

2. OBLIGATION OF THE GRANTEE: The Grantee agrees to accept **$10,000** and apply it to the project(s) described in the grant application and approved budget referenced above. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.

   As required by the Conservation License Plate Grant Program and the DHR, Grantee agrees to prominently place a DHR provided grant information sign on site or within the community throughout the project funded by this grant, and to acknowledge support of the DHR and the Conservation License Plate Program on any materials promoting the project.

   The Grantee agrees to abide by the limitations, conditions and procedure outlined herein and in the attached appendices. If appropriated funds for this grants program are reduced or terminated, all payments under this grant shall cease.

3. PAYMENT of 50% will be made following review by the NH Attorney General's Office and Governor and Council (as appropriate). Payment of the final 50% will be made upon receipt and approval of the final report documentation.

4. REPORTING: The Grantee agrees to submit a narrative report of progress to the DHR by April 1 and September 1 annually for the duration of the grant which summarizes progress on the project. The Grantee agrees to submit a final financial and project report in a format provided by the DHR, no more than 30 days after the end of the grant period.

5. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

11/9/21

Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

11/9/21

Benjamin H. Wilson, Director/SHPO Date

Approved as to form, substance and execution:

11/18/2021

Office of Attorney General Date

GRANTEE

Name Charles Fuller

Address 68 School Street

Effingham, NH 03882

10/5/21

Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 5 day of October 20 21

9/9/23

Signature of Notary Public Commission Expires

OFFICIAL SEAL

STATE OF NEW HAMPSHIRE NOTARY PUBLIC

DARLENE MCWHIRTER

NOTARY PUBLIC - NEW HAMPSHIRE

My Comm. Expires

Contractor and Scope of Work

COBALT
CONSTRUCTION MANAGEMENT

Effingham NH

603-781-5442

PROPOSAL Date: June 24, 2021

To: Town of Effingham NH

Description and Location: 68 School St Effingham NH 03882

Project Location: 30 Townhouse Rd Effingham NH 03882

Cobalt Construction Management will furnish all materials and perform all labor necessary to complete the following:
Remove 3 sets of double doors - 2 exterior (Tower Entry, Rear Entry), 1 interior (Tower to Main Building)

Prime and 2 coats of paint with a Marine Grade Paint to match Windows
New weather seal on all exterior doors
Provide new hardware at all doors listed above to match period

Rehand and rehang all doors that swing into path of egress.

Fill old hinge and lock set remains - prime and paint 2 coats
Install hardware to match building - hardware to be provided by building owner from salvage in attic

All work to be done in a lead safe manor
Any openings left open beyond working hours must be secured and sealed at all times

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum:

Nineteen Thousand Three Hundred Dollars ($19,300)

Progress Payments to be made: 50% at proposal signing 50% upon completion

Any alterations from the above specifications involving extra cost or material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Proposal Good for 10 days from proposal date. Price increases over 5% on materials will be billed additionally with backup supporting increase – no warranties implied

Municipality Certification of Authority

I, Deanna Amaral (*Name*), **hereby certify/attest** that I am duly elected Clerk/Secretary of Effingham (*Name of Municipality*), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on March 19, 2019, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That Charles Fuller (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of Effingham (*Name of Municipality*) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of Oct. 4, 2021. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: Oct 4, 2021 **ATTEST:** Deanna Amaral
(*Secretary/Clerk Signature Completing this Certificate*)

STATE OF New Hampshire
COUNTY OF Carroll

On this the 4 day of October, 2021, before me Darlene M'Whirter the undersigned officer, personally appeared Deanna Amaral, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Darlene M'Whirter
~~Justice of the Peace~~ / Notary Public

My Commission Expires: 9-9-23

STATE OF NEW HAMPSHIRE NOTARY PUBLIC
OFFICIAL SEAL
DARLENE MCWHIRTER
NOTARY PUBLIC - NEW HAMPSHIRE
My Comm. Expires 9-9-23

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Town of Effingham 68 School Street Effingham, NH 03882	164	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability** (Occurrence Form)	1/1/2021	1/1/2022	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
X	**Automobile Liability** Deductible Comp and Coll: $1,000	1/1/2021	1/1/2022	Combined Single Limit (Each Accident)	$5,000,000
	Any auto			Aggregate	$5,000,000
X	**Workers' Compensation & Employers' Liability**	1/1/2021	1/1/2022	X Statutory	
				Each Accident	$2,000,000
				Disease – Each Employee	$2,000,000
				Disease – Policy Limit	
X	**Property** (Special Risk includes Fire and Theft)	1/1/2021	1/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			By: Mary Beth Purcell Date: 10/4/2021 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax