



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of HISTORICAL RESOURCES

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

February 13, 2020

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), Effingham, NH in the amount of \$10,000 to repair historic wood windows on the historic Town Hall/Library effective upon Governor and Executive Council approval through September 30, 2021. 100% Other Funds (Agency Income)

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

	<u>FY 2020</u>
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 2½-story Italianate style building 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 of Effingham for use as the town offices and public library in 1891. While the 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-19-08

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, 2021 [2 years to complete]
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

Sarah L. Stewart 2/14/20
Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

B. H. Wilson 2/4/2020
Benjamin H. Wilson, Director/SHPO Date

GRANTEE

Name Town of Effingham

Address 69 School Street

EFFINGHAM NH 03882

[Signature] 1/21/2020

Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF Carroll

The foregoing statement was acknowledged before me

this 23 day of January 2020

[Signature] 9-20-23

Signature of Notary Public Commission Expires

Approved as to form, substance and execution:

[Signature] 2/24/2020
Office of Attorney General Date

GWENDA L ENGLISH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 20, 2023

CERTIFICATE FOR MUNICIPALITIES

I (insert name) DEANNA AMARAL, of (insert Municipality name), EFFINGHAM, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
3. I am duly authorized to issue certificates with respect to the contents of such books:
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 21 JAN 2020

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

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

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

Municipality Mayor: JOHN MEISNER, Chair of SELECTBOARD
Municipality Clerk: DEANNA AMARAL
Municipality Treasurer: _____

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 21 JAN 2020

Clerk/Secretary (signature) Deanna Amaral

In the State and County of: (State and County names) NEW HAMPSHIRE, CARROLL COUNTY

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

UPON THIS DATE (insert full date) 20 JAN 2020, appeared before me (print full name of notary) Gwendolyn L. English, the undersigned officer personally appeared (Insert officers name) John Meisner who acknowledged him/herself to be (Insert the name of municipality) Effingham Selectboard Chairman and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) Gwendolyn L. English 9-20-23

GWENDA L ENGLISH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 20, 2023



CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member: Town of Effingham 68 School Street Effingham, NH 03882		Member Number: 164	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ 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:		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2020	1/1/2021	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$ 5,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	1/1/2020	1/1/2021	Combined Single Limit (Each Accident)	\$ 5,000,000	
			Aggregate	\$ 5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2020	1/1/2021	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		
State of NH Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 033301			By: <i>Mary Beth Purcell</i>		
			Date: 1/24/2020 mpurcell@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		

RECEIVED

FEB 03 2020



Town of Effingham
68 School Street
Effingham, New Hampshire 03882
phone: 609.539.7770

January 30, 2020

Division of Historical Recourses
c/o Amy Dixon, Community Preservation Coordinator
19 Pillsbury Street, 2nd floor
Concord, New Hampshire 03301

Dear Amy,

Enclosed is the documentation that is required to support the Moose Plate Grant. If there are any questions or additional information is needed, please contact me.

Moose Plate Grant documentation for Town of Effingham, New Hampshire

Scope of Work:

This matching grant money will be used to help repair, restore and rehabilitate a portion of the first-floor historic windows including the wood windows & glass, low-profile storm windows and window shutters. Each window will be completed as a 'window package' when work happens.

Following are the list of vendors we have narrowed down to help with this work:

Shutters – Beech River Mill, Center Ossipee, NH. Working with NHPA input, we have determined that reproduction solid wood shutters will be used. The current shutters are not original. Quoted work for stripping lead paint and new paint is on average 2-3 times the price of new shutters. A number of windows are missing shutters. The old repaired/restored shutters would not have a warranty. New shutters have a long-term warranty. The local vendor comes with extremely high qualifications using antique original shutter making equipment. Vendor quote provides information cost per set of shutters and shutter hardware.

Storm Windows – Jacobs Glass, Inc. is working with the manufacturer, Allied Window, Inc., using Historic One Lite Windows. Note: Each of the 3 next below window vendors all recommend, use/have used Allied Window, Inc. for historic storm window work. Also, the Effingham Preservation Society and the Effingham Historical Society each have experience with the Allied Window brand with installed

low-profile storm windows on their buildings. Our historic window consultant, Jason Earle, Rooster Productions, also has past excellent experience with this manufacturer.

Windows – Since we submitted our 2019 grant application, we have continued to obtain vendor quotes to improve and validate our qualified vendor lists. The most recent quote came in this week. The following vendors have submitted basic proposals. Final proposal quote numbers will occur after exact measurements for each window at time of work. Vendors have told us that there is a possibility that they may not be able to make our window schedule depending upon their workload, travel and weather thus we are keeping an open narrowed down pre-qualified vendor list. The Historic Town Hall Project Team will review for final vendor choice decisions. We may use more than one of the vendors depending upon the repair/restoration item.

Bagala Window Works, Westbrook, Maine (listed in NH Preservation Alliance Directory Listings)

Winn Mountain Restorations, Lyndeborough, NH (listed in NH Preservation Alliance Directory Listings)

Jacobs Glass, Inc., York and Winslow, Maine (listed in Maine Preservation Professionals Directory)

All vendors chosen to provide contract work for the Historic Town Hall-Library Project will be required to provide a Certificate of Insurance to the Town.

Thank you very much for your time and consideration.



Chuck Fuller

Lead Project Sponsor and Town Selectman

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Attachments – vendor proposals