



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

November 27, 2018

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

REQUESTED ACTION

The Department of Natural and Cultural Resources, Division of Historical Resources respectfully requests permission to award a Conservation License Plate (Moose Plate) Grant to the Town of Rindge (VC #177466) for masonry repairs at the Ingalls Memorial Library in the amount of \$10,000 effective upon Governor and Executive Council approval through September 30, 2020. **100% Agency Income**

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-350010-34000000	
Office of the Commissioner	\$10,000
054-500527 Trust Fund Expenditures	

EXPLANATION

Pursuant to RSA 261:97-c, Conservation Number Plate Funds are 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.

The Ingalls Memorial Library was built circa 1895 and has served as the community's public library since. The building was listed to the New Hampshire State Register of Historic Places in 2016. Grant funding will help repair and repaint the deteriorated brick masonry.

Respectfully submitted,

Sarah L. Stewart
Commissioner

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: Pending G&C Approval – September 30, 2020 [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 Stewart 11/27/18
Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey 11/8/18
Elizabeth Muzzey, Director/SHPO Date

GRANTEE Town of Rindge, NH
Name Joe Byk, Town Administrator
Address 30 Payson Hill Road
Rindge, NH 03461
[Signature] 11/2/18
Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF
The foregoing statement was acknowledged before me
this 2 day of NOV 20 18
[Signature]
Signature of Notary Public Commission Expires

Approved as to form, substance and execution:
[Signature] 12/3/18
Office of Attorney General Date

PATRICIA F. HILDRETH, Notary Public
My Commission Expires July 19, 2022

Encumber

CO	10	P. Lvl	03500
Vendor #	177466	Remit	Inv #
PO #		Ln#	\$
AU	34000000	Acct	500 580
Activity		Acct Cat	J
Signature	E.C. Muzzy		Date 11 18 18

11/18/18

3. 11/18/18

11/18/18

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Nancy Martin, of (insert Municipality name), Town of Rindge, NH, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of New Hampshire
- 2. I maintain and have custody of, and am familiar with, the minute books of the Municipality:
- 3. I am duly authorized to issue certificates with respect to the contents of such books:
- 4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date (insert meeting date) 10/31/18.

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) Joe Byk, Town Admin., 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: N/A
Municipality Clerk: Nancy Martin
Municipality Treasurer: N/A

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 11/2/18

Clerk/Secretary (signature) Nancy Martin
In the State and County of: (State and County names) New Hampshire / Cheshire

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Cheshire

UPON THIS DATE (insert full date) 11/2/18, appeared before me (print full name of notary) Patricia F. Hildreth, the undersigned officer personally appeared (Insert officers name) Nancy Martin who acknowledged him/herself to be (Insert the name of municipality) Town of Rindge 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) Patricia Hildreth

PATRICIA F. HILDRETH, Notary Public
My Commission Expires July 19, 2022

6 280
2020



TOWN OF RINDGE, NEW HAMPSHIRE

30 PAYSON HILL ROAD, PO BOX 163

RINDGE NH 03461

PH. (603) 899-5181 FAX (603) 899-2101 TDD 1-800-735-2964

Excerpt from the Minutes of the Board of Selectmen Meeting 10/31/18:

Selectmen Roberta Oeser made a motion that The Town of Rindge 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 Joe Byk, Town Administrator on behalf of the Town of Rindge is authorized and directed to enter into the said 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 the Town of Rindge in order to accomplish the same, seconded by Selectmen Robert Hamilton, *Motion Passes 3-0-0.*

Selectmen Roberta Oeser made a motion that the signature of the above authorized party or parties of the Town of Rindge, 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: and remain in full force and effects as of the date hereof, seconded by Selectmen James Qualey, *Motion Passes 3-0-0.*



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 Rindge 30 Payson Hill Road Rindge, NH 03461		Member Number: 279	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)	1/1/2018	1/1/2019	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe)			General Aggregate	\$ 5,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability	1/1/2018	1/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
Deductible Comp and Coll: \$1,000				Aggregate	\$5,000,000
<input type="checkbox"/> Any auto					
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2018	1/1/2019	<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)	1/1/2018	1/1/2019	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
New Hampshire Division of Historical Resources 19 Pillsbury St Concord, NH 03301			By: <i>Tammy Dower</i>
			Date: 11/1/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Attachment B

GIVEN MASONRY INC
520 NORTH STREET
JAFFREY NH 03452
603-532-8471

AUGUST 12, 2017

MICHAEL CLOUTIER
TOWN OF RINDGE
INGALLS MEMORIAL LIBRARY
MAIN STREET
RINDGE NH 03461

PRELIMINARY PROPOSAL

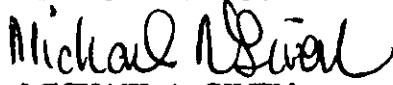
HISTORICAL MASONRY RESTORATION REPAIR TO 1894 TOWN LIBRARY
PROPERLY & SAFELY SET UP STAGING
CARE FULLY HAND CHISEL & CLEAN DETERIORATED JOINTS
USE HISTORICAL LIME MORTAR WILL BE USED TO REPOINT EXPOSED JOINTS
ADD COLOR TO LIME MORTAR TO ACHIEVE SAME COLOR IF NEEDED
ADD SMALL AMOUNT OF MASONRY CEMENT AS A BINDER
C-21 LATEX BONDING AGENT FOR A TENACIOUS MASONRY BOND
CLEAN MASONRY ONLY IF NECESSARY TO REMOVE DISCOLORED PLACES &
CARBON STAINS FROM 100 YEARS OF AUTOMOBILE TRAFFIC
ACCORDING TO THE SECRETARY OF THE INTERIOR'S MASONRY GUIDE
ALSO OBSERVED THE USGSA TECHNICAL MANUAL ON HISTORIC PRESEVATION OF
PATCHING CHIPS & HOLES IN GRANITE/ BROWN STONE
REBUILD NORTH CHIMNEY
NEW MATCHING BRICK
NEW LEAD FLASHING \$33,000.00

GIVEN MASONRY INC HAS A FULLY DOCUMENTED SAFETY PROGRAM

FULLY INSURED
ALL EMPLOYEES COVERED BY WORKMAN COMPENSATION

PAYMENT SCHEDULE 50% THE DAY WE START
90% AT SUBSTANTIAL COMPLETION
BALANCE PAID IN FULL THE DAY OF COMPLETION

IN THE EVENT FORMAL PROCEEDINGS ARE NECESSARY TO COLLECT UNPAID
BALANCES , THE COST INCLUDING REASONABLE ATTORNEY'S FEES, WILL BE
PAID BY THE CUSTOMER


MICHAEL A. GIVEN
PRESIDENT
GIVEN MASONRY INC