

JDR 109



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

19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301

November 18, 2019

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 Mason (VC #154623), Mason, NH in the amount of \$10,000 for replacement of the Sunny Valley Schoolhouse's roof 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:

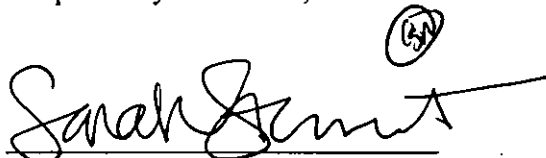
	<u>FY 2020</u>
03-035-035-350010-34050000-073-509074 – Grants Non-Federal	\$10,000

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.

The Sunny Valley Schoolhouse (Schoolhouse) was built in 1821 and may be the second oldest brick schoolhouse in New Hampshire. The Schoolhouse operated as a school until the early 1900s and was for a time, the studio of children's book illustrator, Elizabeth Orton Jones. The town-owned building is being repaired to house historical collections. The Schoolhouse is listed to the New Hampshire State Register of Historic Places.

Respectfully submitted,



Sarah L. Stewart
Commissioner

RECEIVED
OCT 21 2019

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the Town of Mason (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 Stewart 11/19/22
Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

B. H. Wilson 10/16/19
Benjamin H. Wilson, Director/SHPO Date

Approved as to form, substance and execution:
[Signature] 12/4/2019
Office of Attorney General Date

GRANTEE

Name Town of Mason
Address 16 Darling Hill Rd
Mason NH 03048

Laurie Lavin BOS Chair 10/8/19
Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 27 day of Oct 2019

Kathleen Wile Jan. 13, 2021
Signature of Notary Public Commission Expires

KATHLEEN WILE, Notary Public
State of New Hampshire
My Commission Expires January 13, 2021



**Sunny Valley Schoolhouse Proposed Scope of Work
Repair and Replace Main Building Roof**

South Side -

Remove shingles and existing roofing boards.

Remove 8"x8"x24' plate, and replace with a new 8"x8"x24' beam.

Remove and replace 3 - 4"x6"x14' rafters.

Install new sheathing, water shield and asphalt shingles.

North Side -

Remove shingles and existing roofing boards and replace with new sheathing, water shield and asphalt shingles.

Remove and replace all rake trim, fascia and overhang trim.

All replacement timbers are reclaimed. All materials are on hand and already paid for by Town funds.

Depending on availability, contractor will be either KS LLC General Contracting, DBA Wolf Rock Construction, or William H Wildes General Contracting.

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Debra Morrison, of (insert Municipality name), Mason, 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) Oct 8, 2019.

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) Louise Lavoie, Chair of 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: Louise Lavoie, Chair of Selectboard
Municipality Clerk: Debra Morrison
Municipality Treasurer: Dorothy Mitchell

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 10/8/19

Clerk/Secretary (signature) Debra Morrison

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

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

UPON THIS DATE (insert full date) 10/8/19, appeared before me (print full name of notary) Kathleen Wile, the undersigned officer personally appeared (Insert officers name) Debra Morrison who acknowledged him/herself to be (Insert the name of municipality) Mason 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) Kathleen Wile

KATHLEEN WILE, Notary Public
State of New Hampshire
My Commission Expires January 13, 2021



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 Mason 16 Darling Hill Road Mason, NH 03048		Member Number: 234	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	7/1/2019	7/1/2020	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	7/1/2019	7/1/2020	Combined Single Limit (Each Accident)	\$5,000,000	
			Aggregate	\$5,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019	1/1/2020	<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)	7/1/2019	7/1/2020	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 New Hampshire Department of Natural and Cultural Resources 172 Pembroke Rd Concord, NH 03301			By: <i>Mary Beth Powell</i>		
			Date: 10/2/2019 mpurcell@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		