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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

August 13, 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 (Department) respectfully requests permission to award a **RETROACTIVE** Conservation License Plate (Moose Plate) Grant to the Town of Enfield (VC #160007) for drainage improvements and moisture mitigation at the Enfield Center Town House in the amount of \$10,000 effective upon Governor and Executive Council approval for the period October 1, 2017 through September 30, 2019. **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

The Town of Enfield was awarded Moose Plate funding for the period October 1, 2017 through September 30, 2019. However, the signed grant agreement was not returned until recently. Although the work has not been performed, retroactive approval to October 1, 2017 is being sought to conform to the grant period noted in the agreement.

Pursuant to RSA 261:97-c, Moose 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.

Built circa 1845 and moved to its current location in 1859, the Greek Revival style building was the seat of local government until 1916 and then served the community for social functions until recently. The building was listed to the National Register of Historic Places in 2017. Grant funding will help improve drainage and mitigate moisture problems that have caused structural decay in the building's underpinnings. This is an important first step in re-opening the building for community use once again.

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 Enfield** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

- 1. GRANT PERIOD: October 1, 2017 – September 30, 2019 [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.

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey 7/23/18
Elizabeth Muzzey, Director/SHPO Date

GRANTEE

Name Ryan J. Aylesworth
Address P.O. Box 373
Enfield, NH 03748

Ryan J. Aylesworth 7/17/18
Authorized Signature Date

Approved as to form, substance and execution:

Gill Pelletier 8/16/18
Office of Attorney General Date

DEPT OF NATURAL AND CULTURAL RES

Sarah L. Stewart
Sarah L. Stewart, Commissioner Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 17th day of July 20 18

Alisa D. Bonnette
Signature of Notary Public Commission Expires

ALISA D. BONNETTE
Notary Public - New Hampshire
My Commission Expires June 7, 2022

RECEIVED
JUL 23 2018

Encumber

CO	10	P. Lvl	03500
Vendor #	160007	Remit	Inv #
PO #		Ln#	\$ 10,000.00
AU	34000000	Acct	500 580
Activity		Acct Cat	J
Signature	E. M. Meyer		Date 7/25/18

ALISA D. BOMMELLE
Notary Public, New Hampshire
My Commission Expires June 5, 2025

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Sandra Romano, of (insert Municipality name) Town of Enfield, 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) 7/16/2018.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of 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) Ryan Aylesworth, Town Manager, 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 of 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: Board of Selectmen: Meredith Smith, John Kluge, Katherine Stewart
Municipality Mayor: Town Manager, Ryan Aylesworth
Municipality Clerk: Sandra Romano
Municipality Treasurer: Sasha Halland

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 7/17/2018

Clerk/Secretary (signature) Sandra Romano

In the State and County of: (State and County names) New Hampshire, Grafton County

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

UPON THIS DATE (insert full date) 7/17/18, appeared before me (print full name of notary)

Alisa D. Bonnette, the undersigned officer personally appeared (Insert officers name) Sandra Romano who acknowledged him/herself to be (Insert the name of municipality) Enfield Town Clerk 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) Alisa D Bonnette

ALISA D. BONNETTE
Notary Public - New Hampshire
My Commission Expires June 7, 2022

STEVE PATTEN EXCAVATING LLC
POB 226
ENFIELD NH 03748
PH 603-632-7104 © 603-252-7104 EMAIL: stevepatten.excavating@gmail.com

ESTIMATE

June 20, 2018
Good for 180 days

Meredith Smith

Re: Enfield Center Town Hall

1. Plug spaces between stone barriers	\$1,000.00
2. Regrade strip between hall & brook w/stone & pipe Underdrain	2,100.00
3. Lower straighten brook bottom \$810. Machine & permits for 5'wide and 75' long walk-in ditch \$200. Base fee cost + .10 per square foot - \$37.50 \$1800. Engineer fees	2,847.50
4. Regrade west side and install underdrain	2,100.00
5. Dig up four corners to inspect footing drains,install cleanouts and pressure jet if needed	1,320.00
<u>Total</u>	\$9,367.50

Proposal for drainage work on perimeter of Enfield Center Hall as recommended by Wood & Co. Engineering

Work Contingent on permits by others and accessibility through private property

SUPPLEMENTAL SCOPE OF WORK (Prepared by Enfield Building Inspector)

Estimate venting materials and labor, Enfield Center Town Hall.

5- Bestvents 315Cbl 16x8 Automatic Foundation Vent. \$24.50 ea. \$122.50

Removing 5-16x8 cement blocks, installing 5 foundation vents. \$625.00

Total: \$747.50



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 Enfield PO Box 373 Enfield, NH 03748		Member Number: 166	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	7/1/2018	7/1/2019	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Dept of Natural & Cultural Resources 19 Pillsbury St Concord, NH 03301			By: <i>Tammy Downer</i>
			Date: 7/18/2018 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax