GRANT AGREEMENT **Grant #MP-20-11**

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: **Pending G&C Approval – September 30, 2022**

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, Commissioner Date

DIVISION HISTORICAL RESOURCES

_____
Benjamin H. Wilson, Director/SHPO Date

Approved as to form, substance and execution:

_____
Office of Attorney General Date

GRANTEE
Name JON R. FREDERICK
Address 10 GOODNOW ST
JAFFREY, NH 03452
Jon R. Frederick 10/13/2020
Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF
The foregoing statement was acknowledged before me this 13th day of October 20 2020
Judith A Zola 12-16-2020
Signature of Notary Public Commission Expires

JUDITH A. ZOLA
Notary Public - New Hampshire
My Commission Expires December 16, 2020

Moose Plate Contract Materials
Project: Jaffrey Meetinghouse Tower
Date: October 6, 2020

Step 3 (Scope of Work)

The Project exclusively pertains to the Meetinghouse Tower—interior and exterior—which was added to the 1775 Meetinghouse in 1822.

"The specific elements of the project are: 1) Scaffold the entire Tower allowing the ... 2) Repair and possibly the replacement of portions of the deteriorated upper balustrade of the Bell stage; 3) Conservation and restoration of the four clock faces and the re-gilding of the numerals, hands and digits; 4) Painting of the entire Tower and the western façade of the Meetinghouse. Also, 5) Repair and in some cases replacement of the Tower flooring and stairs to insure safer access to the clock and bell and upper stages. The goal is to have the entire Tower, inside and out, brought to a high level.

These needs were identified by observation from the ground, from within and from drone video. Also from inspection by the Michael Petrovick, consulting architect." *Source:* Moose Plate Application.

For the recent Building Assessment prepared by Michael Petrovick, consulting architect, see http://www.rs41.org/Meetinghouse/lchip%20Attachment%205c.pdf

Since the Moose Plate Application was submitted a major wind event in July 2020 "dislodged the balustrade atop the Bell Stage of the Meetinghouse Tower. The northwest corner was the most seriously affected. This portion of the Tower is very difficult to access from inside—one needs to pass through three hatches. It was not possible to inspect safely the damage up close; we were only able to photograph the damage by leaning out from the uppermost hatch.

The upper portions of the Tower were last painted in 2006 so the deterioration has occurred since then. The Bell Stage was last painted in 2018. We became aware of the deterioration at that time but the painter contracted for that work was unable to ascend above the Bell Stage.

Since the wind event consideration was given to removing the balustrade so that it would not pose a safety hazard to those on the ground or do damage to the building. We also considered securing the balustrade in place but we concluded that it would be too dangerous to go out onto the Bell Stage roof to accomplish this. In the end we decided to leave the balustrade in its current condition and hope for the best. (The Meetinghouse is not currently being used because of Covid-19.) It is not clear at the moment whether the balustrade can be repaired and conserved or whether it will need to be removed and completely rebuilt." *Source:* Update to LCHIP, dated September 14, 2020. See http://www.rs41.org/Meetinghouse/LCHIP%20update.pdf

Photographs: For photographs of the Meetinghouse and the Tower as submitted with the Moose Plate Application, see
http://www.rs41.org/Meetinghouse/mooseplate%20Attachment%20A.pdf

Proposed Contractors: The Contractor and Sub-Contractors will be chosen through a public bidding process which will be undertaken in the spring-summer of 2021. The work to be undertaken by sub-contractors will likely be 1) Clock faces restoration; 2) Exterior and interior painting; 3) Scaffolding.

An estimate for item 1) has been received from D'Avanza Clock Repair dated December14, 2016. This will need to be updated. See
http://www.rs41.org/Meetinghouse/tower%20clock5.pdf

An estimate for item 3) has been received from Vanguard Scaffolding dated May 10, 2019. is will need to be updated. See
http://www.rs41.org/Meetinghouse/tower%20scaffolding1.pdf

Plans, Drawings and Detailed Specifications: Detailed drawings of the entire Meetinghouse were prepared in 2014-15 supported by a Certified Local Government grant. See http://www.rs41.org/CLG/clg.htm for full information. For the set of detailed drawings prepared by Catlin + Petrovick Architects, see http://www.rs41.org/CLG/progress6.pdf

Specifications for the Tower project will be prepared by Michael Petrovick Architects during the winter of 2021. These will adhere to the *Secretary of the Interior's Standards for Rehabilitation.*

For full current information on this Project, go to
http://www.rs41.org/Meetinghouse/tower.htm

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 Jaffrey 10 Goodnow Street Jaffrey, NH 03452	208	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)	7/1/2020	7/1/2021	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**	7/1/2020	7/1/2021	Combined Single Limit (Each Accident)	$ 5,000,000
	Deductible Comp and Coll:			Aggregate	$ 5,000,000
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	1/1/2020	1/1/2021	X Statutory	
				Each Accident	$ 2,000,000
				Disease – Each Employee	$ 2,000,00
				Disease – Policy Limit	
X	**Property** (Special Risk includes Fire and Theft)	7/1/2020	7/1/2021	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
			By: *Mary Beth Purcell*
State of New Hampshire Department of Natural & Cultural Resources 172 Pembroke Rd Concord, NH 03301			Date: 10/13/2020 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Municipality Certification of Authority

I, KELLY ROLLINS (*Name*), **hereby certify/attest** that I am duly elected Clerk/~~Secretary~~ of TOWN OF JAFFREY (*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 OCTOBER 12, 2020, at which a quorum of the Municipality Officers were present and voting.

> **RESOLVED:** That JON R. FREDERICK (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of TOWN OF JAFFREY (*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 OCTOBER 12, 2020. 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: October 13, 2020 **ATTEST:** Kelly Rollins
(*Secretary/Clerk Signature Completing this Certificate*)

STATE OF New Hampshire
COUNTY OF Cheshire

On this the 13 day of October, 2020, before me Judith Zola, the undersigned officer, personally appeared Kelly Rollins, 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:

Judith A Zola
Justice of the Peace / Notary Public

My Commission Expires: 12-16-2020

JUDITH A. ZOLA
Notary Public - New Hampshire
My Commission Expires December 16, 2020

Town of Jaffrey
10 Goodnow Street
Jaffrey, NH 03452
Telephone (603) 532-7880
Fax (603) 532-7862

Select Board
Franklin W. Sterling, Jr., Chair
John E. Belletete
Kevin Chamberlain

Resolution **#2020-22**

RESOLUTION BY THE JAFFREY SELECT BOARD TO ACCEPT UNANTICIPATED REVENUE IN THE AMOUNT OF $10,000 FROM THE MOOSE PLATE GRANT

Purpose: Rob Stephenson applied for and has been granted $10,000 from the Moose Plate grant for work on the Meetinghouse, including repair of the tower and restoration of the clock face.

Action: In accordance with RSA 31:95-b, accept the $10,000 Moose Plate grant. Further, that Town Manager Jon Frederick is duly authorized to enter into contracts or agreements on behalf of the Town of Jaffrey 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 judgment desirable or necessary to effect the purpose of this resolution.

Voted in the affirmative this 12th day of October, 2020.

Jaffrey Select Board

Franklin W. Sterling, Jr., Chairman

John E. Belletete

Kevin Chamberlain JAZ
Kevin Chamberlain

Enclosures: Moose Plant Grant Package

The Town of Jaffrey prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status.
The Town of Jaffrey is an equal opportunity employer.