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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES
 Division of Arts, Division of Historical Resources,
 Division of Libraries, Film and Television Office
 Office of Curatorial Services
American Canadian French Cultural Exchange Commission,
Administratively Attached
Van McLeod, Commissioner



January 15, 2013

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

100% Conservation Plate Fund

REQUESTED ACTION

The Department of Cultural Resources, New Hampshire State Library, respectfully requests permission to award a Conservation Number Plate Grant to Town of Newmarket (vendor #177449) in the amount of \$7,341.00 upon Governor & Council approval through June 30, 2013. Other funds are available in 01-34-340010-6999000-054-500527.

EXPLANATION

Pursuant to RSA 261:97- c Conservation Number Plate Funds shall be 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 conservation and preservation of significant publicly-owned works of art, artifacts, and documents that contribute to New Hampshire's cultural heritage.

Grant funds will be used for the conservation of one large volume of 792 hand written pages that had been rescued from a Town Hall fire in 1987. The volume includes a variety of town records, including warrants, town minutes, articles of associations, perambulations and school records dated 1914 –1942. Preservation involves dismantling, mending and rebinding into 3 volumes. Original pages will be encapsulated with archival quality Mylar. Grant funds will also be used for microfilming and digitization. The State Library and the State Archives will receive a copy of the microfilm.

Respectfully submitted,

Katherine M. Stoddard
 for Van McLeod
 Commissioner

Moose License Plate Conservation Grant Program FY 2012/2013

Grantee: Town of Newmarket, New Hampshire

Grant amount: \$7,341.00

Project activities: Activities are described in the grantee's Conservation License Plate grant application and budget. The project consists of conservation of one large volume of 792 hand written pages that had been rescued from a Town Hall Fire in 1987. The volume includes a variety of town records, including warrants, town minutes, articles of associations, perambulations and school records dated 1914 through 1942. Preservation involves dismantling, mending and rebinding into 3 volumes. Original pages will be encapsulated with archival quality Mylar. Grant funds will also be used for microfilming and digitization. The State Library and the State Archives will receive a copy of the microfilm.

Payment Schedule: Upon approval by the Executive Council, 90% of the grant award will be paid to the grantee. The final 10% of the award will be paid upon receipt of final grant reports by the State Library.

The Grants Review Committee consists of:

Janet Eklund, Administrator of Library Operations, New Hampshire State Library. Chair of the Conservation License Plate grants review committee, 2003—present.

Michael York, State Librarian, New Hampshire State Library

Russell Bastedo, New Hampshire State Curator (retired)

Donna Gilbreth, Head of Reference & Information Services, NH State Library

Charles Shipman, Reference/Research Librarian, New Hampshire State Library

Alan Rumrill, Executive Director, Historical Society of Cheshire County

Alice Staples, Associate Professor and Archives/Special Collections Librarian at Plymouth State University

Peter Haebler, PhD, Professor of NH History, University of NH—Manchester (retired)



GRANT AGREEMENT
State of New Hampshire
Department of Cultural Resources
NEW HAMPSHIRE STATE LIBRARY



This agreement between the State of New Hampshire, Department of Cultural Resources, New Hampshire State Library (hereinafter "State Library") and the **Town of Newmarket**, New Hampshire (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2012/2013
2. OBLIGATION OF THE GRANTEE
 - 2.1.1. The Grantee agrees to accept **\$7,341.00** and apply it to the program entitled *Conservation of town records 1914-1942* as described in the Grantee's Conservation License Plate Grant Program project application and budget. 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.
 - 2.1.2. The Grantee agrees to abide by the limitations, conditions and procedures outlined herein and perform grant activities as outlined in the project proposal and project budget. If appropriated funds for this grant program are reduced or terminated (including a reduction by the NH Conservation License Plate Advisory Committee), all payments under this grant may cease. That determination rests within the sole discretion of the Commissioner of Cultural Resources.
3. ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested:
"This preservation project has been made possible through funds received from the sale of the Moose New Hampshire Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Cultural Resources."
4. PAYMENT: Payment will be made upon the approval by Governor and Executive Council of the executed Grant Agreement and supporting documentation in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon receipt by the State Library of final narrative and financial reports.
5. FINAL REPORTS: The Grantee agrees to submit a final financial and narrative report on a form provided by the State Library by **December 31, 2013**. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Cultural Resources.
6. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.
7. SIGNATURES:

New Hampshire State Library

Michael York 10/23/12
 Michael C. York, State Librarian Date

Grantee

Organization: *Town of Newmarket*
 Address: *186 Main St., Newmarket NH 03857*
Stephen R. Fournier, Town Administrator
 Printed name and title of Authorized Signatory

Stephen R. Fournier 12/4/12
 Authorized Signature Date

Attorney General
Approved as to form, substance & execution

Rosemary A. ... 1-22-13
 Office of the Attorney General Date

NOTARY

State of New Hampshire, County of *Rockingham*
 Subscribed before me this day *12/4/2012*

Deborah L. McCain 12/4/12
 Notary Signature Date

DEBORAH L. MCCAIN
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
 My commission expires Feb 22, 2017

CERTIFICATE OF MUNICIPALITY

Authorization to Enter into Contracts with the New Hampshire State Library

I, *[printed name]* Becky Benvenuti of *[Municipality]* Town of Newmarket, 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;

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources/New Hampshire State Library providing for the performance by this Municipality of certain services as documented within the foregoing grant application, and that the official listed,

[title of the official signing the grant agreement] Town Administrator,

and named *[name of the official signing grant agreement]* Stephen Fournier,

on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with New Hampshire State Library, and that s/he is 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, this resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby. 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;


4. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:

Municipality Administrator: Stephen Fournier

Municipality Clerk: Becky Benvenuti


Municipality Treasurer: Belinda Camire

5. The preceding is a true, accurate and complete excerpt facsimile of the resolution 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]* September 5, 2012.

Signed: *(Signature of Town Clerk/Municipality Secretary)* 

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On the 4 day of Dec, 2012 before the undersigned officer, personally appeared (name of person whose signature is being notarized) BECKY BENVENUTI, or satisfactorily proven to be the person whose name appears above, and acknowledged s/he executed this document in the capacity indicated.


Notary Public/Justice of the Peace
Printed Name: DEBORAH L. MCCAIN
My Commission Expires: 2/22/17

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Newmarket Member Number: 168-010189 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
			Fire Damage (each fire)	\$
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2012	6/30/2013	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
			Excess Liability	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013		\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: New Hampshire State Library is named as Additional Covered Party relative to the Conservation Grant.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input checked="" type="checkbox"/> Additional Covered Party		<input type="checkbox"/> Loss Payee, as his, her or its interests appear	
<i>Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*</i>			
Certificate Holder: New Hampshire State Library 20 Park Street Concord NH 03301		Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: _____ 12/11/2012	
		Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.