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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

May 31, 2019

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 City of Franklin (VC #177390) for rehabilitation of the Odell Park Cottage 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:

03-35-35-350010-34000000  
Office of the Commissioner  
054-500527 Trust Fund Expenditures

**FY 2019**

\$10,000

**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 Odell Park Cottage was built circa 1915 as a home for the park caretaker. A park caretaker occupied it until 1994, when the City Parks and Recreation Department took over the building. Both Boy and Girl Scout troops use the building for meetings and the Parks and Recreation summer camp program uses the building; however, it is very much in need of sensitive repairs to make it more useful to the community. The building contributes to the Franklin Falls Historic District, which is listed to the National Register of Historic Places.

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 City of Franklin (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 L. Stewart 6/3/19  
Sarah L. Stewart, Commissioner Date

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey 5/22/19  
Elizabeth Muzzey, Director/SHPO Date

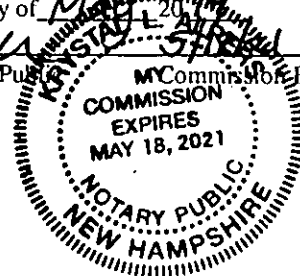
Approved as to form, substance and execution:

Jill Buler 6/3/19  
Office of Attorney General Date

GRANTEE Name JUDIE MILNER  
Address 316 Central St  
Franklin, NH 03235  
Judie Milner 6/10/19  
Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF  
The foregoing statement was acknowledged before me this 10<sup>th</sup> day of May, 2019

Kristal L. Stinson  
Signature of Notary Public



CERTIFICATE FOR MUNICIPALITIES

I (insert name) Katie Gargano, of (insert Municipality name), Franklin, 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) 5-6-2019.

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) City Manager, Judie Mihon 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:

Municipality Mayor: Tony Giunta
Municipality Clerk: Katie Gargano
Municipality Treasurer: Audrey Lanzillo

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 5-10-2019

Clerk/Secretary (signature) Katie Gargano

In the State and County of: (State and County names) NH, Merrimack

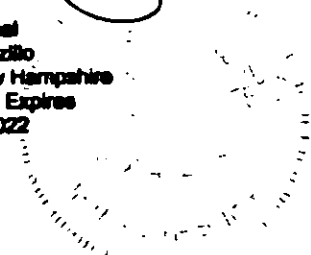
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Merrimack

UPON THIS DATE (insert full date) 5-10-19, appeared before me (print full name of notary)

Audrey Lanzillo, the undersigned officer personally appeared (Insert officers name) - Katie Gargano who acknowledged him/herself to be (Insert the name of municipality) Municipality 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) [Signature]

Official Seal
Audrey Lanzillo
Notary Public - New Hampshire
My Commission Expires
June 21, 2022





FRANKLI-02

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-9754	<b>FAX (A/C, No):</b> (603) 225-7935
<b>E-MAIL ADDRESS:</b> msnell@davistowle.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Insurance		19046
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**


City of Franklin  
316 Central St.  
Franklin, NH 03235

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP31M3545317PA	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H81107F133872COF17	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000			ZUP91M3658917PB	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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B: Contractor estimate(s).

Marsh Building Construction and Project Management, LLC  
 6 Daniel St.  
 Franklin, NH 03235

# Estimate

Date
4/22/2015

Name / Address
City of Franklin Parks and Recreation Dept Rowell Drive Franklin, NH 03235



Marsh Building Construction will provide materials and labor for the following:

Project
Odell Cottage North ...

Description	Rate
<b>NORTH PORCH RENOVATION</b>	
Remove existing lattice work, and trim, and set aside. Provide temporary support under entire length of porch and raise, by jacking, evenly at both ends, to an above level position. Remove rotted posts and support frame work. Locate and excavate new post holes and fill with concrete. Install new, historically accurate, support posts and framing directly over new concrete piers. Lower porch down into level position. Ensure proper attachment of the porch to the main house, using lag bolts and any connector deemed necessary. Remove temporary support from under the porch. Repair previously removed lattice work, and trim. Scrape and sand peeling paint, re-nail loose strips, replace rotted sections that are beyond repair. Apply primer to all exposed areas of wood. Apply two coats of paint. Install repaired lattice and trim to underside of porch in their original positions.	3,200.00
Assess wooden shingle siding and wood trim and begin repairs. Shingles beyond repair will be removed and replaced with similar, historically accurate materials. All siding will be scraped to remove peeling paint, wire brushed where necessary. All exposed wood will have a coat of primer paint, with two coats of paint applied thereafter. Color to be determined by the City of Franklin. Remove existing entry door and assess. Remove/ strip paint down to bare wood. Repair any damaged sections as necessary. Apply one coat of primer and two coats of exterior paint to all sides, including top and bottom of door. Scrape and paint door jambs to match exterior trim. Sand and scrape threshold and apply three coats of exterior "Spar" varnish to exposed wood	3,600.00
Remove damaged interior floor boards and assess. Replace floor boards that are deemed beyond repair, and replace with historically accurate material. Strip remaining flooring down to bare wood, removing scratches, dings, dents and other imperfections. Apply three coats of urethane floor finish to the fresh floor boards.	1,500.00
Remove window sashes, and strip or scrape paint down to bare wood. Sand sashes smooth, and apply primer, and two coats of paint to interior and exterior. Scrape and sand the window jambs, casings and wall surfaces. Repair damaged areas as needed. Apply primer to fresh wood, and two coats of finish paint or three coats of urethane finish depending on existing finishes. Repair window sash cords where needed, and install window sashes.	1,700.00
Thank you for considering us for your project	<b>Total</b> \$10,000.00