



STATE OF NEW HAMPSHIRE
 DEPARTMENT of NATURAL and CULTURAL RESOURCES
 STATE COUNCIL on the ARTS
 19 Pillsbury Street CONCORD, NEW HAMPSHIRE 03301
 Phone: (603) 271-2789 FAX: (603) 271-3584

December 15, 2021

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, State Arts Council, to award a Conservation Number Plate (Moose Plate) Grant to the Town of Epsom (VC #177257), Epsom, NH in the amount of \$15,430 to support the restoration of stained glass windows in the Old Meetinghouse effective upon Governor and Executive Council approval through June 30, 2022. 100% Other Funds (Agency Income).

Funds are available in account, Conservation Plate Fund, as follows:

03-035-035-350010-34050000-073-509074 – Grants Non- Federal	<u>FY 2022</u> \$15,430
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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 goal of this project is to conserve artistic elements of the Old Meetinghouse, specifically the eight stained glass windows in the first floor of the building. Built in c1861, the Old Meetinghouse is a mix of Greek Revival and Italianate and Renaissance Revival styles typical of that era, and is on the NH State Register of Historic Resources. It was built at a cost of \$2,200, dedicated on Christmas day in 1861, and since then has welcomed generations of townspeople through its doors. One striking feature of the building is its stained glass windows. Eight in number, they each have an etched black panel dedicated to a different family who donated the cost of the window. As works of art, stained glass windows were used at that time to beautify buildings, provide light control, and to tell a story.

This is the third of four phases to complete the window restoration. During the process of repairs it was determined that re-leading would be necessary. The remaining sets of windows will be repaired and/or re-leaded through additional phases. When complete, the Old Meetinghouse will be used as part of a Town Center. Building usage will include public meetings, Town events, cultural events, senior activities, and other uses as suggested by the residents.

The Attorney General's office has reviewed and approved the agreement as to form, substance and execution.

Respectfully submitted,

(54)

Sarah Stewart

Sarah L. Stewart
 Commissioner



NEW HAMPSHIRE STATE COUNCIL ON THE ARTS GRANT AGREEMENT

This agreement between the State of New Hampshire, New Hampshire State Council on the Arts (hereinafter "Council") and Town of Epsom (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

- 1. GRANT PERIOD: FY2022
- 2. OBLIGATIONS OF THE GRANTEE:
 - The Grantee agrees to accept \$15,430.00 and apply it to the program(s) described in the grant application and approved budget for To support the restoration of stained glass windows in the Old Meetinghouse. 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.
 - Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:



Town of Epsom is supported in part by a grant from the New Hampshire State Council on the Arts & the Cultural Conservation Mooseplate Program.

- The Grantee acknowledges that the NHSCA Program Coordinator may schedule a site visit to the organization and may request a site visit from the NHSCA.
 - 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 may cease. That determination rests within the sole discretion of the Council.
- 3. PAYMENT will be made following the receipt and execution of all required documents and approval of the Governor and Executive Council
 - 4. FINAL REPORT: The Grantee agrees to submit a final financial and narrative report on a form provided by the Council no more than 30 days after the end of the grant period. Failure to submit the final report will render the Grantee ineligible for Council funding for two years.
 - 5. SOVEREIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.

COUNCIL APPROVAL

Contracting Officer for State Agency
[Signature] 12/1/21
Signature Date

Name, Title: Virginia Lupi, Director
Sarah Stewart 12/21/2021
Signature Date

Name, Title: Sarah Stewart, Commissioner

APPROVED BY ATTORNEY GENERAL

as to form, substance and execution:
[Signature] 12/28/2021
Office of Attorney General Date

GRANTEE SIGNATURE

Org/ Name: Town of Epsom
Address: P.O. Box 10, Epsom NH 03234
Virginia Drew, Chair Board of Selectmen
Printed Name of Authorized Official for Grantee
[Signature] - Chair 11/15/21
Authorized Official's Signature & Title Date

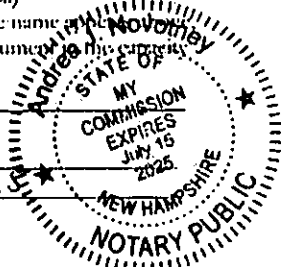
NOTARIZATION REQUIRED:

STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On the 15 day of November 2021 before the undersigned officer, personally appeared Virginia J Drew

(Print name of person whose signature is being notarized) or satisfactorily proven to be the person whose name is indicated, and acknowledged that s/he executed this document in the capacity indicated.

Andrea Nowotny
Notary Public/ Justice of the Peace
Printed Name: Andrea Nowotny
My Commission expires: July 15, 2025



CERTIFICATE FOR MUNICIPALITIES

I (insert name) Laura Searbo, of (insert Municipality name), Town of Epsom 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) 11/15/21.

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) Virginia Drew, 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: BOB Chair

Municipality Mayor: Virginia Drew
Municipality Clerk: Laura Searbo
Municipality Treasurer: Paula Smith

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 11-16-2021

Clerk/Secretary (signature) Laura Searbo

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

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) 11-16-2021, appeared before me (print full name of notary) Andrea Novotny, the undersigned officer personally appeared (Insert officers name) Laura Searbo who acknowledged him/herself to be (Insert the name of municipality) Town of Epsom 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: (insert signature, seal and expiration of commission) Andrea Novotny





TOWNOFE-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2021

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).


PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC		
	PHONE (A/C, No, Ext): (603) 715-9754	FAX (A/C, No): (603) 225-7935	
E-MAIL ADDRESS: msnell@davistowle.com			
INSURED Town of Epsom PO Box 10 940 Suncook Valley Highway Epsom, NH 03234	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Argonaut Insurance Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSR	SUBR WVD	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:	X		PE46466600	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4640666-00	7/1/2021	7/1/2022	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB4640666-00	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER 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)
 It is agreed and understood that The State of New Hampshire Department of Natural and Cultural Resources is listed as additional insured in regards to General liability when required by written contract.

CERTIFICATE HOLDER The State of New Hampshire Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	CANCELLATION 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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Inv #	03500
Order #	M7257
Reprint	Inv #
* Line #	\$
34050000	Acct 500
Instal	Acct Cal J
Cassie Mason	Date 12/3/21

NH State Council on the Arts - Invoice for Payment

Town of Epsom / 177 257

(Name of Person / Organization / Vendor Code)

\$ 15,430

(Total amount of Payment for this Invoice)

\$ 15,430

(Total amount of grant / service agreement / P37)

Please circle the TYPE of Documents and Payments

Grant

Full

Service Agreement:

Partial:

P37:

Upon Invoice:

Other:

Cassie Mason

NHSCA Authorization

12/2/21

Date: