



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



TV 31

December 4, 2013

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

REQUESTED ACTION

The Department of Cultural Resources requests permission to award a Conservation Number Plate Grant to the Town of New Hampton (Vendor code 159916) for repairs to Grand Theatre Drapes in the amount of \$6,000.00 effective upon Governor and Council approval through June 30, 2014.
100% Other Funds.

Funds are available in the account titled Administration Support as follows:

	<u>FY2014</u>
01-34-34-340010-69990000-054-500528 Trust Fund Expenditures	\$6,000.00

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 conservation and preservation of significant publicly-owned works of art, artifacts, and documents that contribute to New Hampshire's cultural heritage

The Town of New Hampton seeks support to conserve and reinstall two historic grand drapes for public viewing at New Hampton's 1798 Town House. The Town House Stage Curtain was commissioned by the Town of New Hampton in 1940. The artist George Thompson of Holderness was known for his work on the Mount Washington Cog Railway and at Clarks Trading Post in Lincoln. This the only curtain he is known to have painted and it is a rendition of the 1798 Town House where it will be displayed

The Grange #231 Stage Curtain was displayed in the grange hall until its sale in 2003. This curtain was painted by Arthur Ives of North Woodstock around 1935. Ives is known for his advertising curtains that display street scenes with advertisement from local businesses. This curtain includes advertisements from local businesses along the bottom but is a rendition of the Smith Covered Bridge which was a major crossing of the Pemigewasset River between New Hampton and Bristol.

Should Other Funds become no longer available General funds will not be requested to support this program.

Respectfully submitted,

Van McLeod
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 New Hampton (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: FY2014

2. OBLIGATIONS OF THE GRANTEE:

- The Grantee agrees to accept \$6,000.00 and apply it to the program(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.
- 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 New Hampton is supported in part by a grant from the New Hampshire State Council on the Arts & the National Endowment for the Arts.

- The Grantee agrees to provide up to two (2) complimentary tickets/admissions as requested for site visits by appropriate Council staff/evaluators.
- 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

Cassandra Mason 10/29/13
Signature Date

Name, Title: Lynn Martin Graton, Acting Director

GRANTEE SIGNATURE

Org/ Name: Town of New Hampton

Address: 6 Pinnacle Hill Rd, New Hampton NH
03256

Nathaniel H. Sawyer Jr
Printed Name of Authorized Official for Grantee

[Signature] Chairman Board of Selectmen
Authorized Official's Signature & Title Date 10-8-13

NOTARIZATION REQUIRED:

STATE OF NEW HAMPSHIRE, COUNTY OF Belknap

APPROVED BY ATTORNEY GENERAL

as to form, substance and execution:

[Signature] 11-18-13
Office of Attorney General Date

On the 8th day of Oct. 2013 before the undersigned officer, personally appeared

Nathaniel H. Sawyer, Jr.
(Print name of person whose signature is being notarized)

or satisfactorily proven to be the person whose name appears above, and acknowledged that s/he executed this document in the capacity indicated.

[Signature]
Notary Public/ Justice of the Peace
Printed Name: Pamela Vose
My Commission expires: Feb. 6, 2018

New Hampshire
State Council on the

Arts

CERTIFICATION OF BOARD RESOLUTION

Authorization to Enter into Contracts with
New Hampshire State Council on the Arts

Important: To expedite your payment these steps must be followed in this order:

* Resolution date must occur on or before the Grant Agreement is signed.

** Certificate on bottom of page must be signed and notarized on the same date or after the grant agreement is signed.

1. *Resolution:

THIS IT TO CERTIFY that the following is a true and correct copy of excerpts from resolutions adopted at a meeting of the Board of Directors

Nathaniel H. Sawyer, Jr. on October 3, 2013
(name of organization)

at which time a quorum was present and voted, and further that said resolution has not been rescinded, altered or amended and is still in full force and effect.

"Be it resolved that Nathaniel H. Sawyer, Jr. is hereby authorized
(Printed name of authorizing official)

on behalf of this Corporation to enter into contracts with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate."

Signed: Barbara A. Lucas
(Signature of Clerk/Secretary to the board)

Printed Name Barbara A. Lucas

2. **Certificate

STATE OF NEW HAMPSHIRE

COUNTY OF Belknap

On the 24th day of October, 2013 before the undersigned officer, personally appeared Barbara A. Lucas, or satisfactorily proven to be the person whose name appears
(print name of person whose signature is being notarized)

above, and acknowledged s/he executed this document in the capacity indicated.

Pamela Vose
~~Notary Public~~ Justice of the Peace
Printed Name: Pamela Vose
My Commission Expires 2/6/18

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 New Hampton Member Number: 065-122786 - 14	4324	Company Affording Coverage (the "Company"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008			
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)	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000	
			General Aggregate	\$	
			Personal & Adv Injury	\$	
			Med Exp (any one person)	\$	
			Products -Comp/Op Agg	\$	
<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 _____	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000	
			Bodily Injury (per person)	\$	
			Bodily Injury (per accident)	\$	
			Property Damage (per accident)	\$	
			Excess Liability	\$ N/A	
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A	
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	Aggregate	\$ N/A	
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2013	6/30/2014	Coverage A:	Statutory	
			Cov. B: Each Accident	\$ 2,000,000	
			Disease - Each Employee	\$ 2,000,000	
			Disease - Policy Limit	\$ 2,000,000	
Description: Proof of Coverage for the Grant relative to the restoration of two (2) stage curtains.					

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 type="checkbox"/> Additional Covered Party <input type="checkbox"/> Loss Payee, as his, her or its interests appear		
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.*		
Certificate Holder: New Hampshire State Council on the Arts Cassandra Mason 19 Pillsbury Street First Floor Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>10/9/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.