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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

February 19, 2014

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

REQUESTED ACTION

The Department of Cultural Resources respectfully requests permission to award a Conservation Number Plate Grant in the amount of \$9,887.00 to the Town of Ossipee (vendor code 177456) for the conservation and digitization of the Ossipee Town Records effective upon Governor and Council approval through December 31, 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	\$9,887.00

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.

The Town of Ossipee will use the grant funds to conserve, microfilm and digitize the Ossipee Town Records dated 1790-1847. The records are the first five volumes of the Town clerk Minutes. They contain hand-written town warrants and elections, election results constitutional amendments, road and highway layouts, boundary line agreements, perambulations, school district annexing, aid to the poor, pauper farm history, tax inventories and property lists. When complete the State Library and State Archives will receive microfilm copies. Digital reformatted files of the diaries for public use.

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

Respectfully submitted

Van McLeod
Commissioner



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 Ossipee**, New Hampshire (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2013/2014.
2. OBLIGATION OF THE GRANTEE
 - 2.1.1. The Grantee agrees to accept **\$9,887** and apply it to the project entitled *Conserve, microfilm and digitize Ossipee Town Records dated 1790-1847* as described in the Grantee's Moose Conservation License Plate grant application. 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 to perform grant activities as put forth in the Grantee's project narrative proposal and project budget.
 - 2.1.3. 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 conservation project has been made possible through funds received from the sale of the New Hampshire Moose 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 Grant Reports.
5. FINAL REPORTS: The Grantee agrees to submit a Final Grant Narrative Report and Financial Report per reporting instructions provided by the State Library by **December 31, 2014**. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the New Hampshire 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:

Grantee

Organization:

Address:

New Hampshire State Library
Michael C York 12/13/13
 Michael C. York, State Librarian Date

Harry C. Menow Chm. Bd. Selectman
 Printed name and title of Authorized Signatory

Harry C. Menow 12/16/13
 Authorized Signature Date

Attorney General
Approved as to form, substance & execution
Rosemary Keit 2-20-14
 Office of the Attorney General Date

Notary
 State of New Hampshire, County of Carroll
 Subscribed before me this day 12/16/13
Martha B Eldridge 12/16/13
 Notary Signature Date
 My commission expires 5/23/17

Moose License Plate Conservation Grant Program FY 2013/2014

EXHIBITS A and B

Grantee: Town of Ossipee, Ossipee, New Hampshire

Grant amount: \$9,887.00

Project activities: The project will consist of conservation treatment, microfilming and digitization of Ossipee Town Records dated 1790—1847. The records are the first five volumes of Town Clerk Minutes. The records contain handwritten town warrants & elections, election results, constitutional amendments, road and highway layouts, boundary line agreements, perambulations, school district annexing, aid to the poor, pauper farm history, tax inventories and property lists. The vendor for the project activities is Kofile of Essex Junction, VT. The State Archives and State Library will receive copies of the microfilm of the records. Digital reformatted files will be utilized by the town for their town website.

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.

Grant awarded on August 22, 2013 by committee of:

Michael York, State Librarian

Charles Shipman, NHSL Reference Librarian

Donna Gilbreth, NHSL Supervisor, Reference & Information Department

Alan Rumrill, Executive Director, Historical Society of Cheshire County

Alice Staples, Archivist, Mason Library, Keene State University

Peter Haebler, Historian, UNH-Manchester (ret.)

CERTIFICATE OF VOTE

I, [Name] Kellie J. Skehan of [Municipality] Ossipee 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) Chairman, Board of Selectmen, and named (Name of the official signing grant agreement) Harry C. Merrow, 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 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:

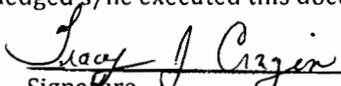
Municipality Administrator: Selectman: Harry C. Merrow
 Municipality Clerk: Kellie J. Skehan
 Municipality Treasurer: Natalie V. Hall

5. The preceding is a true, accurate and complete excerpt facsimile of the resolution adopted during an official meeting of the Municipality and has not been amended or revoked. Said meeting was held in accordance with the laws and by-laws of the state, upon the following date: * [Date] December 16, 2013

Signed: (Town Clerk/Municipality Secretary) 

STATE OF NEW HAMPSHIRE, COUNTY OF Carroll

**On the 25th day of March, 2014, [Name] Kellie J. Skehan satisfactorily proven to be the person whose name appears above, and acknowledged s/he executed this document in the capacity indicated.


 Signature

Printed Name: Tracy J. Cragin

My Commission Expires: March 6, 2018

* **The Resolution date** must occur before the date the Grant Agreement is signed.
 ** The Notary date must be the same date or after the signature date on the Grant Agreement.

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 Ossipee Member Number: 068-122786 - 14 <div style="text-align: right;">4381</div>		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	\$
			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 _____	7/1/2013	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			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014		\$Per scheduled limits and Member Agreement
<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: New Hampshire State Library is named as Additional Covered Party relative to the Conservation License Plate 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: <u>12/10/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.