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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

December 13, 2013

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 to Town of Seabrook (vendor code 177475) for stone wall repairs at the Methodist Cemetery in the amount of \$10,000.00 effective upon Governor and Council approval through October 31, 2015.
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	\$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 Methodist Cemetery (aka Smithtown and Hillside) was listed on the New Hampshire Register of Historic Places in January 2012. Headstones and markers, which date back to the Revolutionary War, bear the names of generations of Seabrook families, who helped to develop the town. The entrance located on Route 1 has been crumbling and needs to be repaired. The town will utilize grant funds to aid in the repair of the retaining wall along Lafayette Road.

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

Respectfully submitted,

Van McLeod
Commissioner

RECEIVED
NOV 27 2013

New Hampshire Division of Historical Resources

This agreement between the State of New Hampshire, Division of Historical Resources (hereinafter "DHR") and the **Town of Seabrook** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

- 1. GRANT PERIOD: **October 31, 2013 – October 31, 2015**
- 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. Payment of the final 50% will be made upon receipt and approval of the final report documentation.
- 4. FINAL REPORT: The Grantee agrees to submit a narrative report of progress at the six month point in the grant period. 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.

DIVISION HISTORICAL RESOURCES

Elizabeth Muzzey 12/6/13
Elizabeth Muzzey, Director/SHPO Date

GRANTEE

Name Town of Seabrook, NH
Address PO Box 456
Seabrook, NH 03874

* [Signature]
Authorized Signature Date

Approved as to form, substance and execution:

Rosemary Frail 12-18-13
Office of Attorney General Date

STATE OF NEW HAMPSHIRE, COUNTY OF
The foregoing statement was acknowledged before me
this 25th day of November, 2013
[Signature]
Signature of Notary Public Commission Expires 6/5/18

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Ronnie L. Fowler, of (insert Municipality name), 2571-104-118, 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) NOV 18 2013.

RESOLVED: That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of 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) William M. Marci, III 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: Town Manager
Municipality Mayor: William M. Marci, III
Municipality Clerk: Ronnie L. Fowler / Cheryl Bowen - Deputy Town Clerk
Municipality Treasurer: Oliver Carter

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) November 25, 2013 Clerk/Secretary (signature) Cheryl Bowen Deputy Town Clerk In the State and County of: (State and County names) NH - Rockingham

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

UPON THIS DATE (insert full date) 11/25/13, appeared before me (print full name of notary) Kelly J. O'Connor, the undersigned officer personally appeared (Insert officers name) Cheryl Bowen who acknowledged him/herself to be (Insert the name of municipality) Deputy Town 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) Kelly J. O'Connor exp: 10/5/18

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 Seabrook Member Number: 018-070186 - 14 <div style="text-align: right;">4363</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 \$
<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
			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 type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)			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			

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 Division of Historical Resources 19 Pillsbury Street Concord NH 03301		Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: 11/22/2013	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.