



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



015
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January 14, 2013

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

100% Conservation Plate Fund

REQUESTED ACTION

The Department of Cultural Resources, Division of Historical Resources, respectfully requests permission to award a Conservation Number Plate Grant to Town of Fitzwilliam (vendor #177388) in the amount of \$10,000.00 upon Governor and Council approval through October 30, 2014. Other funds are available in 01-34-340010-6999000-054 -500527.

EXPLANATION

RSA 261:97- c allows for the use of Conservation Number Plate Trust Funds for the preservation of significant publicly-owned historic properties. Such properties shall be at least 50 years old and listed or eligible for listing in the National Register of Historic Places.

The Third Meeting-house in Fitzwilliam was completed in 1817 and exists today at the Fitzwilliam Town Hall. Originally a church, the building was purchased by the town for \$1,000 in 1858 for use as a town hall. For as long as can be determined, the wooden benches have been part of the building. Old photographs show residents sitting in the benches with pot-bellied stoves in the background. Today the benches show the beautiful patina of wear but unfortunately have suffered some damages to the spindles, legs, arms and back rails. All 65 benches have become rickety and loose and the town seeks a Conservation License Plate Grant to repair their beloved benches. A contractor will dismantle each bench to repair or replace in-kind damaged parts with additional funding to complete this from the towns building maintenance funds.

Respectfully submitted,

Robert Van Leod

for Van McLeod
Commissioner

New Hampshire Division of Historical Resources

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

1. GRANT PERIOD: January 15, 2013 – October 30, 2014
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 1/14/13
Elizabeth Muzzey, Director/SHPO Date

Approved as to form, substance and execution:
Rosemary A. [Signature] 1-22-13
Office of Attorney General Date

GRANTEE

Name Town of Fitzwilliam
Address PO Box 725
Fitzwilliam NH 03447

Nancy W. [Signature] 1/3/2013
Authorized Signature Date
Chairman, Board of Selectmen

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 3rd day of Jan 2013

[Signature] 11/17/2015
Signature of Notary Public Commission Expires

CERTIFICATE FOR MUNICIPALITIES

I (insert name) Debbie Favreau, of (insert Municipality name), Town of Fitzwilliam 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) October 24, 2012

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) Nancy Caeney, Chair BOS 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: Selectmen
Municipality Mayor: Nancy Caeney - Chairman, Susan Silverman, Brian Dolpholz
Municipality Clerk: Debbie Favreau
Municipality Treasurer: Donna Hill

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date (insert date of signing) 1/3/2013

Clerk/Secretary (signature) Debbie Favreau

In the State and County of: (State and County names) New Hampshire, Cheshire County

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

UPON THIS DATE (insert full date) 1/3/13, appeared before me (print full name of notary)

Jane Wright, the undersigned officer personally appeared (Insert officers name) who acknowledged him/herself to be (Insert the name of municipality) Fitzwilliam 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) Jane R. Wright 11/17/2015

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 Fitzwilliam Member Number: 095-122786 - 13		Company Affording Coverage (the "Company"): Local Government Center Property-Liability Trust, LLC P.O. Box 617, Concord, NH 03302-0617	
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)	7/1/2012	6/30/2013	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 _____	7/1/2012	6/30/2013	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	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2012	6/30/2013	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 Division of Historical Resources 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 Division of Historical Resources 19 Pillsbury Street Concord NH 03301	Companies By: <u>Debra A Lewis</u> Authorized Representative Date Issued: <u>1/22/2013</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332	

*Terms in quotes are defined in the Member Agreement.