



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



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February 13, 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 \$10,000.00 to the Town of Nottingham (vendor code 177229) for the conservation and digitization of the Seth Dame diaries 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	\$10,000.00

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.

Seth Dame is a descendent of a founder of Dover, NH. His diaries provide a day-to day historic perspective of Nottingham, rural life and the people, weather, family businesses, vital statistics and local and world events at the turn of the 20th century. The diaries, which are in a deteriorating condition, are unique, the contents cannot be found elsewhere. The diaries were used by State Climatologist Barry Klein as a source of weather data for his book *New England's Changeable Weather and Climate*.

The Town of Nottingham will use the grant funds to conserve, microfilm and digitize the six manuscript volumes dated 1881-1921. When complete the State Library will receive microfilm and digital 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 Nottingham**, Nottingham, 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 **\$10,000** and apply it to the program entitled **Conservation, microfilming and scanning 6 volumes of Seth Dame diaries dated 1881-1921** as described in the Grantee's Conservation License Plate Grant Program project application and budget. 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 perform grant activities as outlined in the project proposal and project budget. 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 preservation project has been made possible through funds received from the sale of the Moose New Hampshire 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 narrative and financial reports.
5. FINAL REPORTS: The Grantee agrees to submit a final financial and narrative report on a form 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 NH 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:

Charles A. Brown, Town Administrator
 Printed name and title of Authorized Signatory

[Signature] 1/28/2014
 Authorized Signature Date

New Hampshire State Library

Michael C. York 1/23/14
 Michael C. York, State Librarian Date

NOTARY

State of New Hampshire, County of Rockingham
 Subscribed before me this day January 28, 2014

[Signature] Conn Ex 2005 1/27/2015
 Notary Signature Date

Attorney General

Approved as to form, substance & execution

[Signature] 2-20-14
 Office of the Attorney General Date

CERTIFICATE OF VOTE

I, [Name] Sandra W Weston of [Municipality] Nottingham 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) Town Administrator, and named (Name of the official signing grant agreement) Charles A. Brown, 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: Charles A. Brown
 Municipality Clerk: Sandra Weston
 Municipality Treasurer: Cheryl Travis

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: * 1/27/14.

Signed: (Town Clerk/Municipality Secretary) Sandra Weston

STATE OF NEW HAMPSHIRE, COUNTY OF Nottingham

**On the 27th day of January, 2014, [Name] Sandra W. Weston satisfactorily proven to be the person whose name appears above, and acknowledged s/he executed this document in the capacity indicated.

Margorie R Carlson
Signature

Printed Name: MARGORIE R. CARLSON

My Commission Expires: January 27, 2015

[Redacted] 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 Nottingham Member Number: 086-122786 - 14		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: New Hampshire State Library is named as Additional Covered Party relative to the Town of Nottingham's 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
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.*	
*Terms in quotes are defined in the Member Agreement.	

Certificate Holder: New Hampshire State Library 20 Park Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/17/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332
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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Nottingham 139 Stage Road PO Box 114 Nottingham, NH 03290	Member Number: 262	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
COVERAGE CATEGORIES				
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence		Each Occurrence	\$	
		General Aggregate	\$	
		Fire Damage (Any one fire)	\$	
		Med Exp (Any one person)	\$	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto		Combined Single Limit (Each Accident)		
		Aggregate		
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2013 1/1/2014	1/1/2014 1/1/2015	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
Town of Nottingham 139 Stage Road PO Box 114 Nottingham, NH 03290			By: <i>Tammy Denver</i> Date: 12/16/2013 tdenver@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax