

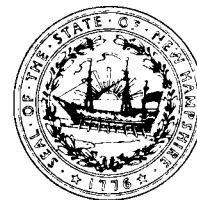


STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

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



B93
13

January 15, 2013

100% Conservation Plate Funds

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

REQUESTED ACTION

The Department of Cultural Resources, New Hampshire State Library, respectfully requests permission to award a Conservation Number Plate Grant to Town of Mason (vendor #154623) in the amount of \$6,436.00 upon Governor and Council approval through June 30, 2013. Other funds are available in 01-34-340010-6999000-054-500527.

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.

Grant funds will be used for the conservation of two bound ledgers of tax statistics dated 1835-1914. Bindings are cracked, deteriorating; the papers are dirty, acidic and torn. Conservation activities include conservation, rebinding and encapsulation in Mylar of the originals. The ledgers will be microfilmed for the State Library and the State Archives. The documents will be digitized and a copy of the CD Will be distributed to the town offices, town library and town historical society.

Respectfully submitted,

Kathleen N Stanick
for 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 Mason**, New Hampshire (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2012/2013
2. OBLIGATION OF THE GRANTEE
 - 2.1.1. The Grantee agrees to accept **\$6,436.00** and apply it to the program entitled ***Conservation of two volumes of tax statistics dated 1835-1914*** 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, 2013**. 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:

New Hampshire State Library

Michael York 10/23/12

Michael C. York, State Librarian Date

Attorney General
Approved as to form, substance & execution

Rosemary Ait 1-22-13

Office of the Attorney General Date

Grantee

Organization: *Town of Mason*
Address: *16 Darling Hill Rd, Mason, NH 03048*

R. Peter McGowan

Printed name and title of Authorized Signatory

[Signature] 11/28/2012

Authorized Signature Date

NOTARY

State of New Hampshire, County of *Hillsborough*
Subscribed before me this day *11/28/2012*

Barbara L. Milkovits 11/28/2012

Notary Signature Date

BARBARA L. MILKOVITS
Notary Public - New Hampshire
My Commission Expires April 27, 2016

CERTIFICATE OF MUNICIPALITY

Authorization to Enter into Contracts with the New Hampshire State Library

I, [printed name] Debra A. Morrison of [Municipality] MASON
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 of the Board of Selectmen,

and named [name of the official signing grant agreement] R. Peter McGinnity,

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 or parties 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: _____

Municipality Clerk: Debra A. Morrison

Municipality Treasurer: Patricia Letourneau

5. The preceding is a true, accurate and complete excerpt facsimile of the resolution 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] 11/27/12

Signed: (Signature of Town Clerk/Municipality Secretary) Debra A. Morrison

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On the 27th day of November, 2012, before the undersigned officer, personally appeared
(name of person whose signature is being notarized) Debra A. Morrison, or satisfactorily proven to be the person
whose name appears above, and acknowledged s/he executed this document in the capacity indicated.

BARBARA L. MILKOVITS
Notary Public - New Hampshire
My Commission Expires April 27, 2016

Barbara L. Milkovits
Notary Public/Justice of the Peace
Printed Name: Barbara L. Milkovits
My Commission Expires: April 27, 2016

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 Mason Member Number: 127-070187 - 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)
☒ 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 \$ Fire Damage (each fire) \$
☒ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ 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			Each Occurrence \$ N/A Aggregate \$ N/A
☒ Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2012	6/30/2013	\$Per scheduled limits and Member Agreement
☒ 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 Grant to preserve tax books.			

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.

☒ Additional Covered Party ☐ 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 Library 20 Park Street Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/19/2012</u>	Please direct inquiries to: Debra A. Lewis 603.224.7447 x3332

*Terms in quotes are defined in the Member Agreement.