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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301

December 6, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

The Department of Natural and Cultural Resources, State Library respectfully requests permission to award a Conservation License Plate (Moose Plate) Grant to the Town of Farmington (VC #177387) in the amount of \$10,000 for *Late 1800s Invoice Records Preservation* effective upon Governor and Executive Council approval through December 31, 2019. **100% Agency Income**

Funding is available as follows:

	<u>FY 2019</u>
03-35-35-350010-34000000	
Office of the Commissioner	\$10,000
054-500527 Trust Fund Expenditures	

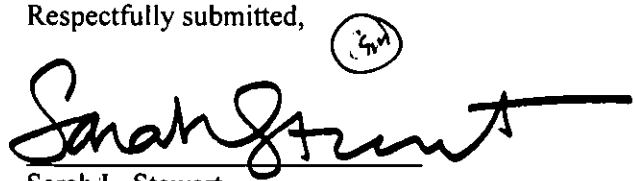
EXPLANATION

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 conservation and preservation of significant publicly-owned documents.

In recent years, the town of Farmington has been working to preserve its historic documents and record books. These records, which are required by state law to be preserved (RSA 41:58-59), contain a great deal of valuable information for town residents and officials, historians, and family researchers. This Moose Plate grant will specifically be used to restore and protect three volumes of 19<sup>th</sup> century invoice records. The Town's Invoice Record Books contain records of all town properties, ownership, value and taxes from 1884 to 1901. The loss or destruction of any of these volumes would represent a significant loss of vital historical records to the town. Grant money will be used to repair and protect the original volumes and to create archival microfilm copies for the State Library and the Division of Archives & Records Management.

The Attorney General's office has approved the grant agreement as to form, substance and execution.

Respectfully submitted,



Sarah L. Stewart  
Commissioner



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 NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301

This agreement between the State of New Hampshire, Department of Natural and Cultural Resources, New Hampshire State Library (hereinafter "State Library") and the town of Farmington, New Hampshire (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2018/2019
2. OBLIGATION OF THE GRANTEE
  - 2.1.1. The Grantee agrees to accept \$10,000.00 and apply the funds to the project entitled **Late 1800s Invoice Records Preservation** as described in the Grantee's FY 2018/2019 Moose License Plate Conservation Grant 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 to perform grant activities as outlined in its grant application 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 Natural and 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 New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Natural and Cultural Resources."*

4. PAYMENT: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports.
5. FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by **December 31, 2019**. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Natural and 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:

*Sarah L. Stewart*  
 Sarah L. Stewart, Commissioner  
 New Hampshire Department of Natural and Cultural Resources

*Michael York* 10/17/18  
 Michael C. York, State Librarian Date

Form, Substance and Execution:

*Jill Parker* 12/19/18  
 Asst. Attorney General  
 ARTHUR J. CAPELLO, Notary Public  
 My Commission Expires June 4, 2019

Organization: *Farmington* Grantee  
 Address: *Town of Farmington*  
*Paula Proutx* Chair Selectionmen  
 Printed name and title of Authorized Signatory  
*Paula Proutx* 11-19-18  
 Authorized Signature Date

NOTARY

State of New Hampshire, County of *Sherburne*  
 Subscribed before me this day *11/19/18*

State of New Hampshire  
Certificate of Municipality

I, [Name] Kathy L Seaver of [Municipality] Farmington do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk 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 FY 2017/2018 Moose License Plate Conservation Grant application, and that the official (Name & Title of Official signing the Grant Agreement): Paula Proulx Chair, BOS  
~~Kathy L Seaver, Town Clerk Tax Collector~~  
on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with New Hampshire Department of Cultural Resources/NH 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 official of this Municipality, when affixed to any instrument or 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 resolution has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;

4. The following person(s) have been duly elected/appointed to, and now occupy, the offices indicated:

Municipality Administrator or Selectmen Chair: Paula Proulx  
Municipality Clerk: Kathy L Seaver  
Municipality Treasurer: Debra Pate

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 of New Hampshire, upon the following date: 11/9/18

Signed: (Clerk) Kathy L Seaver

**Notary**

State of New Hampshire, County of Stratford  
On this day 11-27-18, Kathy L Seaver personally appeared and was satisfactorily proven to be the person whose name appears above, and acknowledged s/he executed this document in the capacity indicated.

Notary Signature Rebecca Muline  
My Commission Expires 8/26/2020



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) 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, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> 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 Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> 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 Primex<sup>3</sup>. 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.

<b>Participating Member:</b> Town of Farmington 356 Main Street Farmington, NH 03835	<b>Member Number:</b> 171	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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X	Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2018	7/1/2019	Each Occurrence	\$ 5,000,000
				General Aggregate	\$ 5,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000  <input type="checkbox"/> Any auto	1/1/2018	1/1/2019	Combined Single Limit (Each Accident)	\$5,000,000
		1/1/2019	1/1/2020	Aggregate	\$5,000,000
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	<b>Property (Special Risk includes Fire and Theft)</b>	7/1/2018	7/1/2019	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	Primex <sup>3</sup> - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
			Date: 11/16/2018    tdenver@nhprimex.org
			Please direct inquires to: Primex <sup>3</sup> Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
New Hampshire State Library 20 Park St. Concord, NH 03301			