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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 City of Keene (vendor code 177417) for repairs to the Stone Arch Bridge in the amount of \$10,000 effective upon Governor and Council approval through December 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 Keene Stone Arch Bridge, built in 1847, is one of the finest and most daring arched spans in the country. Once part of the Cheshire Railroad it now carries pedestrians rather than rail cars. This bridge was listed to the New Hampshire State Register of Historic places in 2005 and the National Register of Historic Places in 2012. The bridge is owned by New Hampshire Department of Transportation but has worked with the City of Keene to create a partnership for the care of this magnificent bridge. The City has requested a \$10,000 grant to repair the bridge surface and drainage issues created by vegetation and hard use from ATV's and motorized vehicles.

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

Respectfully submitted,

Van McLeod  
Commissioner

**New Hampshire Division of Historical Resources**

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

1. GRANT PERIOD: December 31, 2013 – December 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

Approved as to form, substance and execution:

Rosmarie Heath 12-18-13  
Office of Attorney General Date

GRANTEE

Name John MacLean, City Manager  
Address Keene City Hall

3 Washington Ave, Keene, NH, 03431

John MacLean 11/25/13  
Authorized Signature Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 25 day of Nov. 2013

Rosmarie Heath Aug. 24, 2016  
Signature of Notary Public Commission Expires

**CERTIFICATE FOR MUNICIPALITIES**

**I, Patricia A. Little, of Keene, New Hampshire, 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 **November 21, 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, *City Manager John MacLean*, 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 resolutions, 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:

Municipality Mayor: Kendall W. Lane  
 Municipality Clerk: Patricia A. Little  
 Municipality Treasurer: Elizabeth Foy

**IN WITNESS WHEREOF:** As the Clerk/Secretary of this municipality I sign below upon this date Nov 25, 2013 Clerk/Secretary Patricia A. Little

In the State and County of: *Cheshire, New Hampshire*

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire, County of: Cheshire, UPON THIS DATE Nov 25, 2013 appeared before me, Patricia A. Little, the undersigned officer personally appeared *John MacLean*, who acknowledged him/herself to be the *City Manager of the City of Keene, New Hampshire* 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.**

Patricia A. Little  
(Signature of Notary)

August 24, 2016  
(Date of Expiration)



NH Public Risk Management Exchange

### 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.

Participating Member:		Member Number:	Company Affording Coverage:		
City of Keene 3 Washington Street Keene, NH 03431-3191		210	NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2013	7/1/2014	Each Occurrence	\$ 5,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 5,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	\$
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	<b>Automobile Liability</b>	7/1/2013	7/1/2014	Combined Single Limit (Each Accident)	\$5,000,000
	Deductible Comp and Coll: \$1,000			Aggregate	\$5,000,000
	<input type="checkbox"/> Any auto				
<input checked="" type="checkbox"/>	<b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2013	1/1/2014	<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>	7/1/2013	7/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: 1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			<b>By:</b> Tammy Denver
NH Division of Historical Resources 19 Pillsbury St Concord, NH 03301			<b>Date:</b> 9/25/2013 tdenver@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax