



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



4V 36

November 14, 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 the Town of Nelson (vendor code 177442) for window restoration at the Nelson Town Hall in the amount of \$10,000.00 effective upon Governor and Council approval through October 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	\$10,000.00

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 Nelson Town Hall was built in 1846 in the Greek Revival style and is still used for its original purpose today. Annual town meetings are held there as well as other public meetings and voting. It is noted for its part in the revival of the contra dance movement and is the scene of weekly dances. This grant will allow for the restoration of eight windows in the hall, three in the main entry and another in the attic. Many of these windows have loose and peeling paint and some glazing has failed.

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 **Town of Nelson** (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions:

1. GRANT PERIOD: **October 31, 2013 – October 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 11/8/13
Elizabeth Muzzey, Director/SHPO Date

GRANTEE

Name Town of Nelson
Address 7 Nelson Common Road
Nelson NH 0345

Paul Anton
Authorized Signature Date

Approved as to form, substance and execution:

Rosemary Akit 11-18-13
Office of Attorney General Date

STATE OF NEW HAMPSHIRE, COUNTY OF

The foregoing statement was acknowledged before me this 18th day of September 2013
Colin C. Drinkwater May 15, 2018
Signature of Notary Public Commission Expires

CERTIFICATE FOR MUNICIPALITIES

I Julia Lennon, of Nelson, 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 March 12, 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, Chairman of the Nelson Board of Selectmen David Upton, Chair, 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 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, 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:

Municipality Selectman: David Upton, Chair
Municipality Clerk: Julia Lennon
Municipality Treasurer: John Shea

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this Date 9-18-2013

Clerk/Secretary (signature) Julia Lennon
In the State and County of: 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 September 18, 2013, appeared before me Edith C. Drinkwater, the undersigned officer personally appeared Selectman David Upton, Chair who acknowledged him/herself to be Nelson, 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 David Upton

In witness whereof I hereunto set my hand and official seal. (provide signature, seal and expiration of commission) Edith C. Drinkwater

EDITH C. DRINKWATER
Notary Public - New Hampshire
My Commission Expires May 15, 2018

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 Nelson Member Number: 151-122887 - 14 <div style="text-align: right;">4293</div>		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	\$
			Fire Damage (each fire)	\$
<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	\$ N/A
<input type="checkbox"/> 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: Proof of Coverage				

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 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.*		
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>9/13/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332

*Terms in quotes are defined in the Member Agreement.