



STATE OF NEW HAMPSHIRE
 DEPARTMENT of CULTURAL RESOURCES
*State Council on the Arts, Division of Historical Resources
 State Library, Film & Television Office,
 Commission on Native American Affairs (administratively attached)*

20 Park Street
 Concord, New Hampshire 03301



VAN McLEOD
 Commissioner
 Van.McLeod@dcr.nh.gov

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 www.nh.gov/nhculture

July 8, 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 to the Town of Atkinson (vendor code 177232) for the conservation of town records in the amount of \$9,350.00 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>FY2015</u>
01-34-34-340010-69990000-054-500528 Trust Fund Expenditures	\$9,350.00

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.

Grant funds will be used for the conservation, microfilming and digitization of 18 handwritten booklets containing Atkinson tax records for the years 1812, 1815, 1820-22 and 1824-34. The booklets are the property of the Town of Atkinson and came to be the possession of the Atkinson Historical Society after the Atkinson Grange was torn down in 1986. The tax records contain information on poll tax, ownership of livestock and land, total valuation as well as county, state, town, schoolhouses and highways. Historical Society members will perform the scanning and the booklets will be professionally conserved. The scanned files will be made available on the Historical Society's website and in-house. Two copies of the micro-film will be made available for the State Library and State Archives.

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 Atkinson**, 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 **\$9,350** and apply it to the project entitled **Conservation and microfilming of Atkinson tax records dated 1821, 1815, 1820-1822 and 1824-1835** as described in the Grantee's Moose Conservation License Plate grant application. 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 put forth in the Grantee's project narrative proposal and project budget.
 - 2.1.3. 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 conservation 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 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 Grant Reports.
5. FINAL REPORTS: The Grantee agrees to submit a Final Grant Narrative Report and Financial Report per reporting instructions 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 New Hampshire 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:

BILL JONES TOWN ADMINISTRATOR
 Printed name and title of Authorized Signatory

Bill Jones 6/13/14
 Authorized Signature Date

New Hampshire State Library

Michael York 6/3/14
 Michael C. York, State Librarian Date

Notary

State of New Hampshire, County of Rackeand

Subscribed before me this day 6-23-14

Rose M. Cavalear 6-23-14
 Notary Signature Date

ROSE M. CAVALEAR
 Justice of the Peace - New Hampshire
 My Commission Expires February 28, 2019

Attorney General

Approved as to form, substance & execution

[Signature] 8-4-14
 Office of the Attorney General Date

CERTIFICATE OF VOTE

I, [Name] Rose Cavalear of [Municipality] Attinson 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 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) Bill Innes, 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 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 resolutions have not been revoked, annulled, or amended in any manner what soever, 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 or Selectmen Chair: Bill Innes
 Municipality Clerk: Rose Cavalear
 Municipality Treasurer: Mike Torell

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: * [Date of resolution] 2/24/14.

Signed: (Town or City Clerk) Rose M. Cavalear

STATE OF NEW HAMPSHIRE, COUNTY OF Rockingham

**On the 23RD day of July, 2014, [Name] ROSE M. CAVALEAR satisfactorily proven to be the person whose name appears above, and acknowledged s/he executed this document in the capacity indicated.

Bonnie Jordan
Signature

Printed Name: BONNIE JORDAN

My Commission Expires: BONNIE JORDAN
Notary Public / Justice of the Peace
My Commission Expires July 28, 2015

* The Resolution date must occur before the date the Grant Agreement is signed.
 ** The Notary date on Certificate of Vote must be the same notary date or after the signatory date on the Grant Agreement.

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Coverage Agreement(s) (also known as 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 ENTITY NAMED BELOW HAS BEEN ISSUED THE MEMBER AGREEMENT(S) 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 Entity: Town of Alkinson Participant Number: 415-010111 - 15		Company Affording Coverage (the "Company"): HealthTrust, Inc. PO Box 617, Concord, NH 03302-0617		
Coverage (Occurrence basis only)	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits <small>(subject to applicable NH statutory limits)</small>	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2014	6/30/2015	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 _____	7/1/2014	6/30/2015	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2014	6/30/2015	\$Per scheduled limits and Member Agreement	
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2014	6/30/2015	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 Moose Plate 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
<p><i>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 Participating Entity, 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 Participating Entity and the Additional Covered Party.*</i></p>		
<p><i>*Terms in quotes are defined in the Member Agreement.</i></p>		

Certificate Holder: New Hampshire State Library 20 Park Street Concord NH 03301	Company By: <u>Wendy W Parker</u> Authorized Representative Date Issued: <u>6/13/2014</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332
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