



State of New Hampshire  
DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
STATE COUNCIL ON THE ARTS

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 603-271-2789 Fax: 603-271-3584  
TDD Access: Relay NH 1-800-735-2964  
nh.gov/nharts



New Hampshire  
State Council on the Arts

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YJ

September 24, 2024

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of the Arts, to award a Public Value Partnership Grant to Capitol Center for the Arts (VC #166723) Concord, NH in the amount of \$15,000 to strengthen their capacity for affordable diverse arts programs to New Hampshire residents and visitors, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

Funding is available in account, State Arts Development, as follows:

03-035-035-353510-41040000-073-500581 - Grants Non Federal	<table border="0"> <tr><td style="text-align: right;">FY 2025</td></tr> <tr><td style="text-align: right; border-top: 1px solid black;">\$15,000</td></tr> </table>	FY 2025	\$15,000
FY 2025			
\$15,000			

**EXPLANATION**

Public Value Partnerships are awarded to nonprofit arts organizations, with a minimum of five years of continuous arts programming and professional staffing, to strengthen their capacity for offering affordable, diverse arts program to New Hampshire's residents and visitors. Grant categories and deadlines are advertised through the divisions' website, social media, and electronic newsletters. Grant applications are submitted by organizations and reviewed by a peer panel every two years. Grants are awarded annually, this request is the second year of the two-year cycle.

At the time of evaluation, the NH State Art Councilors unanimously voted to accept the Arts Division's Public Value Partnership Review Panel's recommendations for the partnerships based on its funding priority ranking within a competitive review. There were fifty-four applications received and fifty-three grants were awarded. The five-member peer panel considered seventeen criteria to arrive at a consensus ranking for each application. The evaluative criteria range from the administrative capacity of the organization to artistic quality, strategic planning, community impact, and accessibility.

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

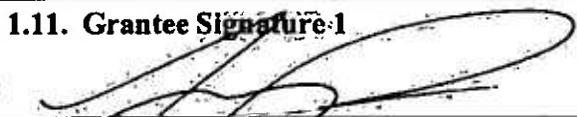
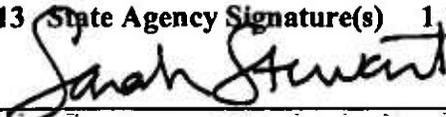
Respectfully submitted,

(LSM)

  
 Sarah L. Stewart  
 Commissioner

**GRANT AGREEMENT**  
 #11279 Public Value Partnership  
 The State of New Hampshire and the Grantee hereby mutually agree as follows:  
**GENERAL PROVISIONS**

**1. Identification and Definitions.**

<b>1.1. State Agency Name</b> New Hampshire State Council on the Arts		<b>1.2. State Agency Address</b> 172 Pembroke Rd., Concord, NH 03301	
<b>1.3. Grantee Name</b> Capitol Center for the Arts Vendor Code: 166729 UEI: D776XH973UK5		<b>1.4. Grantee Address</b> 44 South Main St Concord, NH 03301	
<b>1.5 Grantee Phone #</b> 603/225-1111	<b>1.6. Account Number</b> <del>41040000-073-500581</del>	<b>1.7. Completion Date</b> 6/30/2025	<b>1.8. Grant Limitation</b> \$15,000.00
<b>1.9. Grant Officer for State Agency</b> Cassandra Mason, NHSCA Grants Officer		<b>1.10. State Agency Telephone Number</b> (603) 271-2789	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Salvation Prison Executive Director	
<b>Grantee Signature 2</b> 		<b>Name &amp; Title of Grantee Signor 2</b> n/a	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b> n/a	
<b>1.13 State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Sarah L. Stewart, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By: <i>Shari Phillips</i> Assistant Attorney General, On: 10/ 22/ 2024			
<b>1.16. Approval by Governor and Council (if applicable)</b> By:    On:    /    /			

**2. SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9.1. DATA; RETENTION OF DATA; ACCESS.

As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION:

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE: In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS: The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH: No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT: This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS: The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials

Date

*AD*  
8/17/24

**STATE OF NEW HAMPSHIRE DEPARTMENT OF NATURAL &  
CULTURAL RESOURCES DIVISION OF THE ARTS**

**NEW HAMPSHIRE STATE COUNCIL ON THE ARTS Public Value Partnership GRANT**

**EXHIBIT A – SPECIAL PROVISIONS**

- Section 17.1.2 is modified to reflect to coverage indicated on the attached Certificate of Insurance
- Funding credit including Council logo must appear in all programs, publicity, and promotional materials. The following wording and Council logo should be used:



**Capitol Center for the Arts**  
is supported in part by a grant from the New Hampshire State Council on the Arts & the National Endowment for the Arts.

- By execution of this grant agreement, the organization assures and certifies that it is not on the debarred or suspended list System for Award Management (SAM) Exclusions and is eligible to receive federal and state funds.
- The Grantee acknowledges that the NHSCA Program Coordinator may schedule a site visit to the organization and may request a site visit from the NHSCA.
- 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 may cease. That determination rests within the sole discretion of the Council.
- The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- **FINAL REPORT:** The Grantee agrees to submit a final financial and narrative report on a form provided by the Council ~~no more than 30 days after the end of the grant period~~. **Failure to submit the final report will render the Grantee ineligible for Council funding for two years.**

**EXHIBIT B – SCOPE OF WORK**

- The Grantee agrees to accept \$15,000.00 and apply it to the program(s) described in the grant application and approved budget to support NH nonprofit art organizations. 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.

**EXHIBIT C – PAYMENT TERMS**

- **GRANT AMOUNT** – Total granted amount shall not exceed \$15,000.00.
- **PAYMENT** will be made following the receipt and execution of all required documents and approval by the Governor and Executive Council.

Grantee Initials                       
Date 8/13/24

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CAPITOL CENTER FOR THE ARTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 11, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 157209

Certificate Number : 0006638997



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed seal.

David M. Scanlan  
Secretary of State.

# Business Information

## Business Details

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Business Name: CAPITOL CENTER FOR THE ARTS	Business ID: 157209
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 07/11/1991	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 07/11/1991	
Principal Office Address: 44 S MAIN ST, Concord, NH, 03301, USA	Mailing Address: 44 S MAIN ST, Concord, NH, 03301, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
Duration: Perpetual	Last Nonprofit Report Year: 2020
Business Email: sdeforest@ccanh.com	Next Report Year: 2025
Notification Email: sdeforest@ccanh.com	Phone #: 603-225-1111
	Fiscal Year End Date: NONE

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## Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / amendment 6/4/18-To redevelop the Capitol Theatre in Concord, New Hampshire, the adjacent Kimball House and such additional property as the corporation may acquire, lease or occupy, as a center for the arts and cultural activities in the Capital Region.	

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## Principals Information

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Name/Title	Business Address
Salvatore Prizio / Director	16 Madison Street, Concord, NH, 03301, USA
Emily Ricard / Chairman of the Board of Directors	325 Pleasant Street, Concord, NH, 03301, USA
Joseph Maloy / Other Officer	94 Hedgerose Lane, Hopkinton, NH, 03229, USA
Steven Baker / Treasurer	33 Norwich Street, Concord, NH, 03301, USA
Roy Swonger / Secretary	6 Klara Drive, Merrimack, NH, 03054, USA

Page 1 of 1, records 1 to 5 of 5

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## Registered Agent Information

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Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

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## Trade Name Information

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Business Name	Business ID	Business Status
CONCORD THEATRE (/online/BusinessInquire/TradeNameInformation? businessID=618788)	792742	Active
CONCORD THEATER (/online/BusinessInquire/TradeNameInformation? businessID=618789)	792743	Active
CCA NORTH (/online/BusinessInquire/TradeNameInformation? businessID=618963)	792917	Expired
BANK OF NH STAGE (/online/BusinessInquire/TradeNameInformation? businessID=647156)	819119	Active
N. H. WINE FESTIVAL (/online/BusinessInquire/TradeNameInformation? businessID=77067)	303026	Expired

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## Trade Name Owned By

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Name	Title	Address
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## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

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[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)  
[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#).

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**Corporate Resolution**

I, Emily Ricard, hereby certify that I am duly elected Clerk/Secretary/Officer  
*(Name of Board Member not signing Box 1.11 of grant agreement)*

of Capitol Center for the Arts. I hereby certify the following is a true of a vote taken at a  
*(Name of Organization receiving grant)*

meeting of the Board of Directors/shareholders, duly called and held on Oct 14, 2021,  
at which a quorum of the directors/shareholders were present and voting.

Voted: That Salvatore Prizio (may list more than one person) is duly  
*(Name of person signing Box 1.11 of grant agreement)*

authorized to enter into contracts or agreements on behalf of Capitol Center for the Arts  
*(Name of Organization receiving grant)*

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and  
effect as the date of the contract to which this certificate is attached. This authority **shall remain  
valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is  
understood the State of New Hampshire will rely on this certificate as evidence the person(s)  
listed above currently occupy the positions(s) indicated and that they have full authority to bind  
the corporation. To the extent that there are limits on the authority of any listed individual to bind  
the corporation in contracts with the State of New Hampshire, all such limitations are expressly  
stated herein.

DATED: 8/13/2024

ATTEST: [Signature] Board Chair  
*(Signature & Title of Board Member not signing Box 1.11 of grant agreement)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Rebekah Persson	
<b>THE ROWLEY AGENCY</b>		<b>PHONE (AG No. Ext):</b> (603) 224-2562	<b>FAX (AG No.):</b> (603) 224-8012
45 Constitution Avenue		<b>E-MAIL ADDRESS:</b> rpersson@rowleyagency.com	
P.O. Box 511			
Concord NH 03302-0511			
<b>INSURED</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
Capitol Center For The Arts		INSURER A: American Guarantee and Liability Co.	
44 S Main St		INSURER B: Allied Eastern Indemnity Co. 11242	
Concord NH 03301		INSURER C: The Princeton Excess and Surplus Lines	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 2024-2025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CP00210534-07	8/31/2024	7/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CP00210534-07	8/31/2024	7/31/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 0		ADC_0258631-07	8/31/2024	7/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below:	Y/N N	3A States: NH 003-0000134978-2024A	7/31/2024	7/31/2025	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Excess Umbrella		B2A3770004740-00	8/31/2024	7/31/2025	EACH OCCURRENCE: \$5,000,000 AGGREGATE \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)  
 Covering operations of the named insured during the policy period

**CERTIFICATE HOLDER****CANCELLATION**

Department of Natural  
and Cultural Resources  
172 Pembroke Rd  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rebekah Persson/RP

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