

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire
OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

January 8, 2014

To the Members of the Long Range Capital
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, will hold a regular business meeting on **Thursday, January 16, 2014, at 1:30 p.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Thursday, January 16, 2014 at 1:30 p.m. in Room 201 of the Legislative Office Building

(1) **Acceptance of Minutes** of the November 20, 2013 meeting

(2) **Old Business:**

(3) **New Business:**

RSA 4:40 Disposal of Real Estate:

LRCP 13-053 Department of Administrative Services – acting on behalf of the Department of Health and Human Services, request approval to amend an existing electric utility transmission line license held by Unitil Corporation (“Unitil”) affecting the New Hampshire Hospital Cemetery parcel located on the north side of Clinton Street in Concord in order to alter the existing utility corridor license area to accommodate a utility pole line realignment project proposed for the upcoming winter months of 2014, subject to the conditions as specified in the request dated November 22, 2013

LRCP 13-054 Department of Administrative Services – request approval of a 15 year lease agreement with Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia for the use and occupation of approximately 5,000 square feet of space in the State-owned Dwinell Building located within the Lakes Region Facility campus along NH Route 106 in Laconia (the "Premises") for the schedule of annual rent, totaling \$25,940.04, subject to the conditions as specified in the request dated December 20, 2013

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 13-052 New Hampshire Council on Resources and Development – One (1) Memorandum regarding Surplus Land Review for; City of Concord SLR 13-012

(6) **Date of Next Meeting and Adjournment**

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
MINUTES

November 20, 2013

The Long Range Capital Planning and Utilization Committee met on Wednesday, November 20, 2013 at 1:30 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman
Representative John Cloutier, Clerk
Representative Alfred Lerandean
Representative John Graham (Alternate)
Representative Katherine Rogers (Alternate)
Senator Sylvia Larsen
Senator Nancy Stiles
Gerard Murphy, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 1:47 p.m.

ACCEPTANCE OF MINUTES:

On a motion by Representative Rogers, seconded by Representative Lerandean, that the minutes of the October 22, 2013 meeting be accepted as written. MOTION ADOPTED.

NEW BUSINESS:

RSA 4:39-c DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 13-049 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Larsen, seconded by Representative Lerandean, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$60,000 to \$25,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated November 4, 2013. MOTION ADOPTED. This item (LRCP 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013.

As this property was a non-conforming lot, with the existing residence not being rebuilt within a year of being torn down, per state law the property has reverted to a non-buildable lot, thus resulting in the price reduction.

LRCP 13-050 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Rogers, seconded by Representative Lerandean, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Coco, Early & Associates for the sale of a 1.04 +/- acre parcel of State owned land improved with a single family residence located at 5 Williston Road in the Town of Salem for \$368,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013. MOTION ADOPTED.

LRCP 13-051 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Lerandean, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.89 +/- acre parcel of State owned land improved with a single family residence located at 4 Williston Road in the Town of Salem for \$380,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013. MOTION ADOPTED.

INFORMATIONAL:

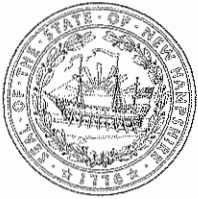
The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee was set for Tuesday, January 14, 2014 at 11:30 a.m.

On a motion by Representative Graham, seconded by Representative Lerandean, that the meeting adjourn. (Where upon the meeting adjourned at 1:53 p.m.)

Representative John R. Cloutier, Clerk



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LRCP 13-053

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

November 22, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services (the "Department"), acting on behalf of the Department of Health and Human Services, requests approval to amend an existing electric utility transmission line license held by Unitil Corporation ("Unitil") affecting the New Hampshire Hospital Cemetery parcel located on the north side of Clinton Street in Concord in order to alter the existing utility corridor license area to accommodate a utility pole line realignment project proposed for the upcoming winter months of 2014.

EXPLANATION

The proposed utility pole line realignment project to be undertaken by Unitil would reroute a portion of the existing utility pole line located south of Clinton Street that currently traverses portions of the Turkey River and associated wetlands. Several utility poles would be relocated out of the Turkey River and adjacent wetlands to higher ground to the west. This pole line realignment would change the angle at which the power transmission line crosses Clinton Street and enters the New Hampshire Hospital Cemetery parcel located on the north side of Clinton Street between the Turkey River and White Farm (the "Cemetery Parcel"), which in turn would require the proposed change to the license area within the Cemetery Parcel. As proposed, the project would require the addition of approximately 145 square feet of land within the Cemetery Parcel to the existing license area in order to accommodate the alteration of the 50-foot-wide utility corridor so that its centerline follows the rerouted utility pole line. This alteration of the existing utility license corridor would also result in the abandonment from the license area of approximately 26 square feet of land within the Cemetery Parcel. The project is planned for the winter months in order to take advantage of the frozen ground and wetlands to be able to access the pole line south of Clinton Street with the necessary equipment.


The existing license was granted by the State in 1982 to Unitil's predecessor-in-interest, Concord Electric Company, in accordance with an order issued by the Public Utilities Commission on April 22, 1982. The 1982 License instrument (the "License") is recorded in the Merrimack County Registry of Deeds at Book 1420, Page 759, and the utility license corridor described therein extends southerly from the southern boundary of the Carmelite Monastery

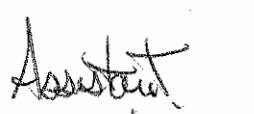
parcel located on the south side of Pleasant Street to the Bow town line. Pursuant to the express terms of the License instrument, Unitil pays a license fee to the State Treasury annually in the amount of \$200 in exchange for the rights granted in the License. The transmission line situated within the license corridor provides electrical power to Concord Hospital.

The Department proposes to amend the existing License to adjust the license area within the Cemetery Parcel as described above. This request is limited to that portion of the license area within the Cemetery Parcel only. The Department further proposes to wait until the utility pole line realignment project is complete to amend the License so that the description of the land within the Cemetery Parcel to be added to the license area accurately establishes an adjusted 50-foot-wide utility license corridor based on the actual location of the "as-built" rerouted pole line as its centerline.

Authorization is hereby requested: to amend the License to adjust the utility license area within the Cemetery Parcel as outlined above.

Respectfully submitted,


for Linda M. Hodgdon
Commissioner


Assistant
Commissioner

Attachments

LIST OF EXHIBITS

1. License to Concord Electric Company dated June 30, 1982
2. Location Map
3. Tax Map Detail
4. Aerial View
5. Site Plan Detail

B 1420P0759

LICENSE

WHEREAS, Concord Electric Company, a New Hampshire corporation with a principal place of-business at One McGuire Street, Concord, Merrimack County, New Hampshire, has filed a Petition with the Public Utilities Commission of the State of New Hampshire requesting a license for the maintenance and use by the Company of a transmission line, for the transmission of electricity, across land owned by the State of New Hampshire and situated in Concord, Merrimack County, New Hampshire; and

WHEREAS, the Public Utilities Commission of the state of New Hampshire has determined by order dated April 22, 1982, that the license requested by the Company is necessary in order for the Company to meet the reasonable requirements of providing electric service to the public, and that said license may be exercised by the Company without substantially affecting the public rights of the land of the State affected thereby; and

WHEREAS, the Public Utilities Commission has determined that said license should be effective from March 9, 1971 and that the annual rental to be paid for the license should be \$100 per year from March 9, 1971 and \$200 from March 9, 1982.

NOW THEREFORE, the State of New Hampshire does hereby grant a license to Concord Electric Company, its successors and assigns, to maintain, repair, rebuild, use and operate a line of poles, with crossarms, wires, and cables thereon and other appurtenances thereto for the transmission of electric energy. Along a right-of-way over and across lands of the State of New Hampshire lying southerly of the Carmelite Monastery located on Pleasant Street in Concord and extending to the Bow town line, the said right-of-way to be fifty (50) feet in width and to have its center line a line which may be described as follows:

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Beginning at a point in the southerly line of land owned by the Carmelite Monastery situated southerly of Pleasant Street in said Concord, which point is thirty feet westerly of the southeast corner of said land of Carmelite Monastery; thence proceeding approximately South $0^{\circ} 15'$ West a distance of three thousand nine hundred (3900) feet, more or less, to a point at Pole No. 66 of said transmission line; thence turning left to approximately South $15^{\circ} 0'$ East and proceeding a distance of eight hundred (800) feet, more or less, to a point at Pole No. 61; thence turning left to approximately South $42^{\circ} 0'$ East and proceeding a distance of one thousand four hundred ten (1410) feet, more or less, to a point at Pole No. 52; thence turning left to approximately South $48^{\circ} 0'$ East and proceeding a distance of three thousand three hundred eighty (3380) feet, more or less, to a point at Pole No. 32; thence turning left to approximately South $54^{\circ} 0'$ East and proceeding a distance of two hundred fifty (250) feet, more or less, to the Concord-Bow City-Town line, at land now or formerly of Rowell, said point being one hundred (100) feet, more or less, southerly of Pole No. 31, the most southerly of the transmission line poles situated in the City of Concord.

Excepting the reserving, however, that portion of the above-described right-of-way which is included within land conveyed by the State of New Hampshire to Concord Union School District by deed dated September 28, 1981, recorded in Merrimack County Records at Book 1407, Page 141.

Also excepting and reserving that portion of the above-described right-of-way which crosses land owned by the Company and acquired by the Company from the State of New Hampshire by quitclaim deed dated October 31, 1973, duly recorded in Merrimack County Registry of Deeds at Book 1194, Page 87, and depicted on Survey Plan of E. E. Veinotte, dated July 31, 1973, recorded October 31, 1973 as Plan #3391, as revised by Revision dated July 1, 1981, recorded as Plan #6727.

Without limiting the generality of the foregoing description of the license rights hereby granted to the Company, the license shall include one (1) the right to clear and keep clear the State's land lying within 25 feet of the center line of all trees and underbrush by such means as the Company may select, and to remove therefrom all structures or obstructions which are now or may hereafter be found thereon, and (2) the right to remove from the premises of the State adjacent to the above-mentioned right-of-way such trees as in the judgment of the Company may interfere

B 1420P0761

-3-

with or endanger said transmission line maintenance or operation.

In consideration for the license hereby granted, Concord Electric Company shall pay to the State of New Hampshire an annual rental of \$100 per year from March 9, 1971 and \$200 from March 9, 1982.

DATED this 30 day of June, 1982.

THE STATE OF NEW HAMPSHIRE

By Hugh A. Hall
Governor

Signed, sealed and
delivered in the
presence of:

Tom Cooper

ATTEST

Robert P. Chas
Deputy Secretary of State



THE STATE OF NEW HAMPSHIRE
Merrimack, ss.

Hugh A. Hall and Robert Ambrose personally appeared me on June 30, 1982
and acknowledged the foregoing instrument to be the free act and deed of
them and The State of New Hampshire,

Before me,

Tom Cooper
Notary Public/Justice of the Peace

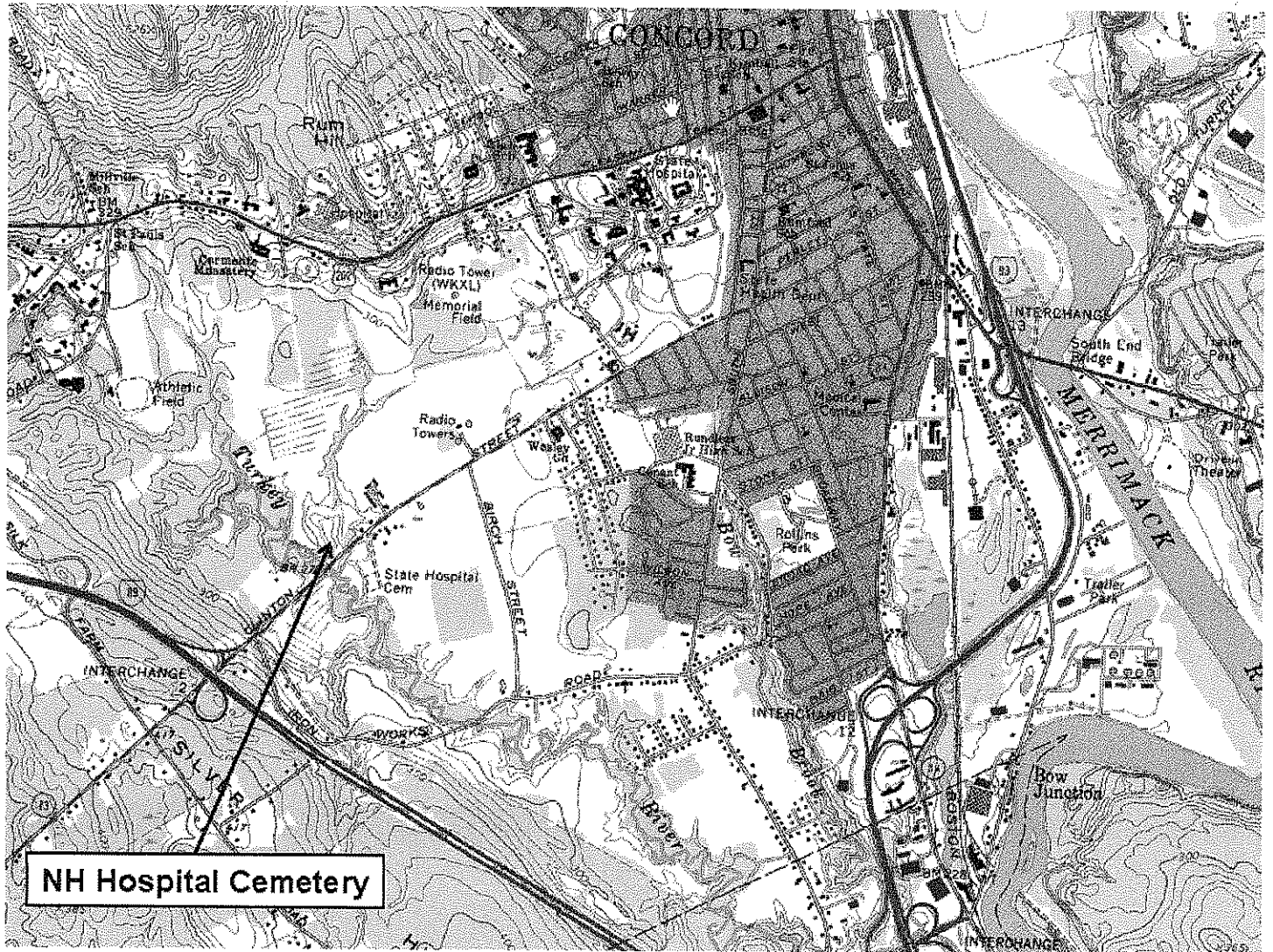
Approved as to Form:

Loretta S. Platt
Loretta S. Platt
Attorney
Division of Legal Counsel
Office of Attorney General

MERRIMACK COUNTY RECORDS
Recorded July 16, 8-00AM.1982

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Marjorie B. Hathorne
Commissioner



Clinton Street (NH Route 13), Concord, NH
New Hampshire Hospital Cemetery

Concord USGS Quad



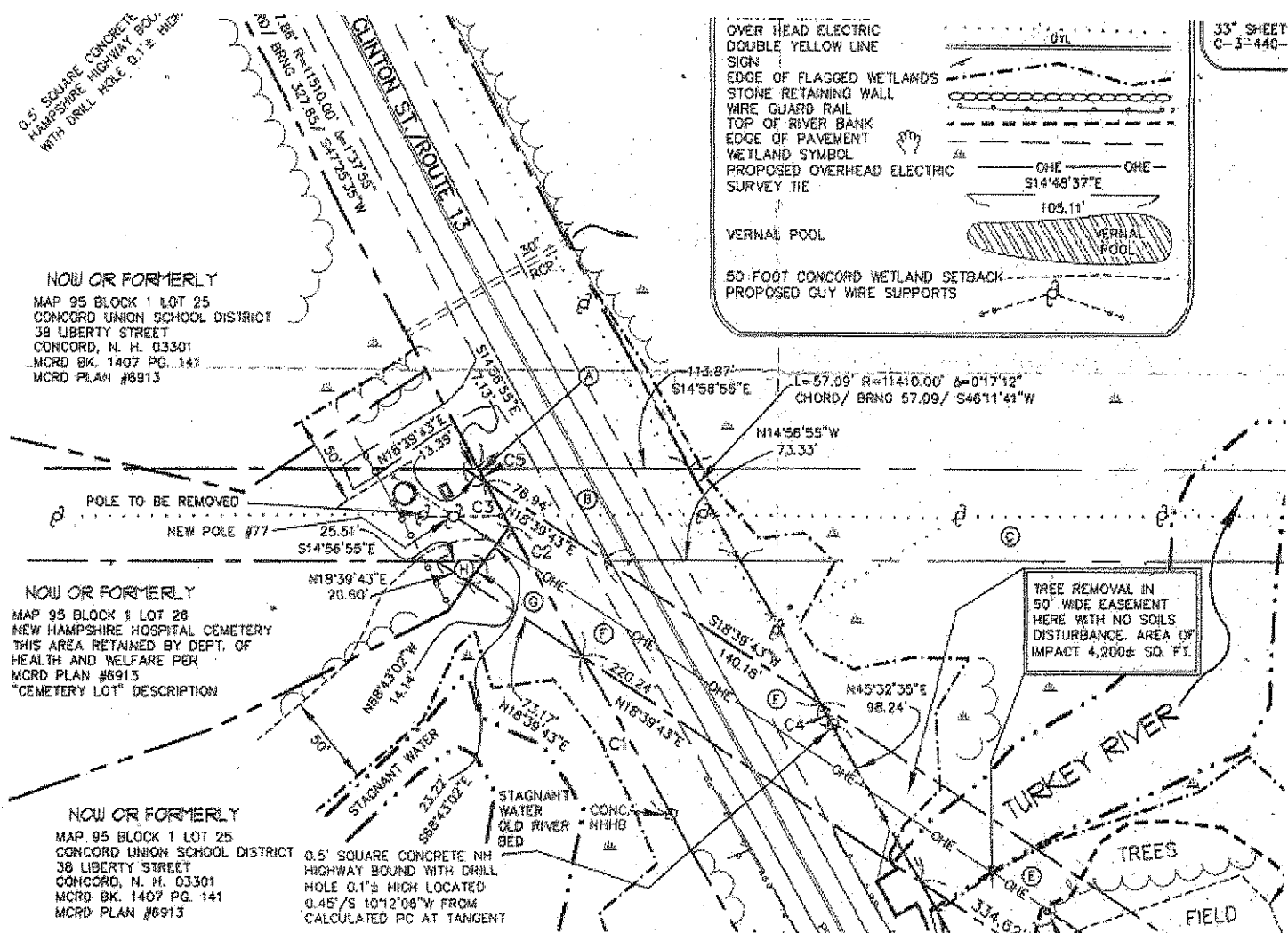
Clinton Street (NH Route 13), Concord, NH
New Hampshire Hospital Cemetery
(shaded and outlined at center above)

Tax Map Detail
Tax Map 95, Block 1, Lot 26
(showing existing utility pole locations)



**Clinton Street (NH Route 13), Concord, NH
New Hampshire Hospital Cemetery
(shaded and outlined above)**

**Aerial View
Portion of Cemetery Parcel to be Affected by Utility License Area Adjustment
(showing existing utility pole locations)**



Clinton Street (NH Route 13), Concord, NH New Hampshire Hospital Cemetery

Proposed Transmission Line Realignment Site Plan Detail

Notes: The existing utility pole line corridor traverses straight across the above detail image left to right. The proposed realigned corridor bends southwest (down and to the right above) on the cemetery parcel and angles across Clinton Street. The triangular area labeled with a letter "H" inside of a circle is proposed to be added to the license area. The triangular area labeled with a letter "A" inside of a circle is a portion of the existing license area proposed to be abandoned.

Detail image orientation (approximate): left = north, right = south, up = east, down = west.



State of New Hampshire

LRCP 13-054

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

December 20, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services (the "Department" as "Lessor") requests approval of the attached fifteen (15) year lease agreement with Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia, New Hampshire ("Lessee") for the use and occupation of approximately 5,000 square feet of space in the State-owned Dwinell Building located within the Lakes Region Facility campus along New Hampshire Route 106 in Laconia (the "Premises").

EXPLANATION

The Lessee presently occupies the Premises under a certain Lease Agreement dated December 11, 1998 (the "Lease"), the term of which expired on December 16, 2013. The Lease was authorized by the Governor and Executive Council on December 16, 1998 as Late Agenda Item G. The proposed new lease agreement would enable the Lessee to continue to occupy its existing offices for an additional fifteen (15) years.


The Lessee is a district fire mutual aid system and a public municipal corporation formed pursuant to RSA 154:30-a and 30-b. The Lessee uses the Premises to provide fire and emergency medical service communications services to its member municipalities and fire departments in thirty-five (35) central New Hampshire communities. In light of the recent expiration of the Lease term, the Department has concurrently submitted the proposed new lease agreement to the Council on Resources and Development (CORD) for review at its next meeting on January 9, 2014. The Department further intends to submit the proposed new lease agreement to the Governor and Executive Council for approval at their meeting on January 15, 2014.

Under the terms of the proposed lease agreement: (1) the annual rent will increase from one dollar (\$1) under the Lease to one thousand five hundred dollars (\$1,500) for the first year, such annual rent to increase by approximately two percent (2%) each subsequent year throughout the fifteen (15) year term according to the schedule set forth in the proposed

lease agreement and to be payable in full in one annual payment; (2) the Lessee shall be responsible for all regular and ordinary maintenance, repairs, janitorial services, rubbish and snow removal, and utilities with respect to the Premises, except that the Lessor shall provide sewer and water services, the estimated cost of which is intended to be approximated and reimbursed by the annual rent; and (3) either party may terminate the proposed lease agreement upon providing the other party eighteen (18) months prior written notice. The proposed lease agreement shall become effective upon authorization by the Governor and Executive Council and shall terminate on December 15, 2028.

Authorization is hereby requested: to enter into the attached proposed lease agreement with Lakes Region Mutual Fire Aid Association as outlined above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", followed by a long horizontal flourish.

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Proposed Lease Agreement
2. Location Map
3. Tax Map Detail
4. Aerial View
3. Dwinell Building Floor Plan (showing area to be leased)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
LEASE OF STATE OWNED SPACE

This agreement (the Agreement) is made this 4th day of November 2013 by and between the following parties:

The Lessor is the State of New Hampshire, Department of Administrative Services (the "Lessor"), 25 Capitol Street, New Hampshire 03301; and,

The Lessee is the Lakes Region Mutual Fire Aid Association (the "Lessee") 62 Communications Drive, Laconia, NH 03246.

1. DEMISE: the Lessor hereby grants to the Lessee the right to use and occupy approximately 5,000 square feet of single, ground floor level space located in the "Dwinell Building" at One Rightway Path, Laconia New Hampshire. The demised area to which the Lessee shall have the right to use (the Premises) shall be subject to the terms and conditions of this agreement, and shall be as further described in the building layout and site plans attached and made a part of this agreement as "Attachment A-Demise of Premises" and "Attachment B-site/locus plan"
 - a. PARKING: The Lessee's right to parking at the Dwinell Building shall be as follows:
 - i. Five (5) parking spaces designated for use of "Lakes Region Staff" shall be provided in close proximity to the building.
 - ii. Ten (10) "visitor" parking spaces shall be shared in common with other occupants of the building.
 - iii. The Lessee shall further have the right to use in common with others entitled thereto the remaining (undesigned) onsite parking spaces located in the lot serving the building.
2. TERM: This agreement shall be for a period of fifteen (15) years unless sooner terminated in accordance with the provisions herein.
 - a. EFFECTIVE DATE: Subject to the provisions of paragraph 24 herein, this agreement and all obligations of the parties hereunder shall commence December 16, 2013 or upon the date it is approved by the State of New Hampshire Governor and Executive Council, whichever is later.
 - b. TERMINATION DATE: December 15, 2028; the Parties shall negotiate any proposed subsequent renewal by mutual agreement.
 - c. OPTION FOR EARLY TERMINATION: Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party eighteen (18) months prior written notice.
3. RENT: The Lessee shall pay the Lessor annual rent reimbursing the Lessor for the estimated cost of water and sewer services to the demised premises, the rent shall be one thousand five hundred (\$1,500) the first year of the term, escalating approximately 2% upon each term anniversary date. The resulting rent due per year has been calculated to the nearest penny, payable as shown in the "Rental Schedule" below. The Lessee shall make rental payments to the Lessor in one lump-sum annual payment which shall be due not later than thirty (30) days after the Effective Date of this Agreement, and thereafter not later than thirty (30) days after each anniversary date shown in the Rental Schedule.

RENTAL SCHEDULE			
Year	Dates	annual rent	% increase
1	12/16/2013 – 12/15/2014	\$1,500.00	
2	12/16/2014 – 12/15/2015	\$1,530.00	2%
3	12/16/2015 – 12/15/2016	\$1,560.60	2%

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Date: 11/4/13

4	12/16/2016 – 12/15/2017	\$1,591.81	2%
5	12/16/2017 – 12/15/2018	\$1,623.65	2%
6	12/16/2018 – 12/15/2019	\$1,656.12	2%
7	12/16/2019 – 12/15/2020	\$1,689.24	2%
8	12/16/2020 – 12/15/2021	\$1,723.02	2%
9	12/16/2021 – 12/15/2022	\$1,757.48	2%
10	12/16/2022 – 12/15/2023	\$1,792.63	2%
11	12/16/2023 – 12/15/2024	\$1,828.48	2%
12	12/16/2024 – 12/15/2025	\$1,865.05	2%
13	12/16/2025 – 12/15/2026	\$1,902.35	2%
14	12/16/2026 – 12/15/2027	\$1,940.40	2%
15	12/16/2027 – 12/15/2028	\$1,979.21	2%
TOTAL TERM RENT:		\$25,940.04	

4. **COMPLIANCE BY LESSEE WITH LAWS AND REGULATIONS:** The Lessee will at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems, Americans with Disabilities Act, and solid and hazardous waste. Should Lessee discover any violations, they shall report these violations immediately to the Lessor. The Lessee shall, at their own expense, be responsible for any costs incurred as a result of their violation of the aforementioned federal, state and local laws, rules and regulations and standards.
5. **NOTIFICATION:** No notice, order, direction, determination, requirement consent and/or approval under this Agreement shall be of any effect unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. Lessor's Representative: Shall be the Deputy Commissioner Michael Connor, State of New Hampshire, Department of Administrative Services, 25 Capitol Street, Room 106, Concord NH 03301
 - b. Lessee's Representative: Shall be the Chief Coordinator, Lakes Region Mutual Fire Aid Association (the "Lessee") 62 Communications Drive, Laconia, NH 03246.
6. **CONFLICT RESOLUTION:** In the event of any dispute hereunder, the matter shall be submitted to the Commissioner of the State of New Hampshire, Department of Administrative Services, whose interpretation of this agreement and decision regarding any dispute shall be final.
7. **CONDITION OF THE PREMISES, ACCEPTANCE:** The Lessee knows the condition of the Premises and accepts them in "as is" condition without any representation or obligations on the part of Lessor to make any alterations, repairs or improvements.
8. **UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL and GROUNDS SERVICES:**
 - a. The Lessee shall furnish at its own expense electricity, heat, telecommunications and data services to the Premises; they shall be responsible for making direct payment to the providers of all such services.
 - b. The Lessee shall furnish at its own expense all janitorial services, rubbish removal, recycling services, snow shoveling, snow plowing and removal services to the Premises; making direct payment to the providers of all such services.
 - i. **Snow Removal and Surface Treatment:** The Lessee shall be solely responsible for providing snow shoveling and surface treatment of all pathways leading into the Premises, and shall be further responsible for all plowing, removal and surface

Initials: DA A
 Date: 11/4/13

- treatment of the parking lot and driveway serving the Premises. Lessor shall provide snow plowing and removal services in areas of the adjacent campus.
- c. The Lessor shall furnish water and sewer services to the Premises.
 - i. In the instance infrastructure providing such services to the Premises should require repair or replacement, the Lessor shall be responsible for performance of such repair or replacement work, however the Lessee shall reimburse the Lessor for provision of such work if:
 - 1. In the instance the area requiring repair is either within or no more than ten (10) feet from the building; the Lessee shall reimburse the Lessor for the invoiced cost of such work, with payment due thirty (30) days after receipt of invoice.
 - d. The Lessor shall provide Grounds services, which shall include mowing and lawn services and maintenance of landscaping elements.
9. MAINTENANCE AND REPAIR: The Lessee agrees to provide and maintain the Premises in good repair and in accordance with all applicable regulations, ordinance or codes; they shall protect, repair and maintain the Premises in good order and condition at their sole expense and without costs or expense to the Lessor, such maintenance shall include but not be limited to building systems such as the roof, boiler, plumbing systems, and electrical systems. Lessee is responsible for all repairs due to vandalism, wear or negligence on the part of the Lessee, its employees, assignees, or guests and they shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft or other causes. Alternatively, if required by the Lessor, and the Lessee is responsible for the event of damage or destruction, the Lessee shall pay the Lessor money in the amount sufficient to compensate for the loss sustained by the Lessor for damage to or destruction of the Premises.
- a. Maintenance and Repairs shall be subject to the general supervision and approval of the Lessor and;
 - b. Shall be subject to such rules and regulations as the Lessor may prescribe from time to time.
10. RIGHT OF ENTRY: Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the Premises at all times (with reasonable notice) for any purpose, including inspection, and the Lessee shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.
11. IMPROVEMENTS AND CONSTRUCTION: Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction, improvements, additions or alterations shall be made to the Premises without prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed. Such written request must fully define the proposed scope of work, name the vendor(s), contractor(s) and detail any and all work requiring integration with the buildings' mechanical systems or are structural in nature; the Lessor further reserves the right to define means, methods, materials and specific contractors to be utilized in performing the work. All improvements and construction undertaken by the Lessee to or on the Premises or to or on the Dwinell building to which the Premises are a part shall be at the sole risk and expense of the Lessee, such responsibility shall include procuring and paying for any required permits, engineering fees, testing or certificates.
- a. Notwithstanding anything contained herein to the contrary, the Lessor reserves the right to improve the Premises at the expense of the Lessor.
12. FIXTURES AND FURNITURE: The Lessee shall be responsible for provision of all furniture, fixtures and equipment necessary to provide services for the Premises; all furniture and fixtures so provided shall remain the property of Lessee at the end of the Term.

Initials: DAH
Date: 11/4/13

13. EVENTS OF DEFAULT; REMEDIES:

- a. EVENTS OF DEFAULT: Any failure of the Lessee to perform any of the covenants and conditions of this Agreement shall constitute an event of default.
- b. REMEDIES: Upon the occurrence of any event of default, the Lessor may:
 - i. Give the Lessee a written notice specifying the event of default, and requiring it to be remedied within, in the absence of another specification of time, thirty (30) days for the date of the notice; and,
 - ii. If the event of default is not timely remedied, terminate this Agreement effective seven (7) days after giving the Lessee notice of termination; and
 - iii. If the event of default is a failure to comply with paragraph 11 above, require the Lessee at their sole risk and expense to restore the Premises to the condition they were in prior to the event of default, and, if the Lessee shall fail to do so, the Lessor shall have the right to restore the premises itself, with the risk and expense of such restoration assigned to the Lessee; and,
 - iv. Re-enter and take possession of the Premises; and,
 - v. Treat the Agreement as breached, and pursue any of its remedies at law and in equity.

14. LIABILITY and INDEMNIFICATION:

- a. The Lessor shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the Premises and its use and occupancy by the Lessee, or from damage to their property, or damage to the property, or injuries to the persons of Lessee or any officers, employees, servants, agents, contractors, or others who may be at the Premises at their invitation or the invitation of any one of them arising from their activities at the Premises.
- b. The Lessee agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the renovation, use and occupancy of the Premises.
- c. The Lessee agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the Premises and for those portions of the Dwinell building and grounds to which the Premises are a part. The Lessee expressly waives all claims against the Lessor and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
- d. The Lessee agrees, to indemnify, save, hold harmless and defend the Lessor and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Lessee giving rise to liability to the Lessor or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

Initials: RAH
Date: 11/4/13

15. **INSURANCE:** During the term and any extension thereof, the Lessee shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Lessor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Lessee shall deposit with the Lessor certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Lessee shall furnish the Lessor with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

a. **WORKERS COMPENSATION INSURANCE:** To the extent the Lessee is subject to the requirements of NH RSA chapter 281-A, Lessee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Lessee shall furnish the Lessor proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Lessor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Lessee, or any subcontractor of the Lessee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **EQUAL OPPORTUNITY:** The Lessee shall not discriminate against any person or persons or exclude any persons from participation in the Lessee's operations, program or activities conducted in the Premises or at the Dwinell Building to which the Premises are a part, because of race, color, age, sex, handicap, national origin or religion. The Lessee by acceptance of this Agreement, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Licensors of Defense Directive 5500.11, May 271, 1971, as amended 32 CFR pt 300) will be complied with.

17. **LESSEE'S RELATION TO THE LESSOR:** It is understood and agreed by the parties that in the performance of this Agreement, the Lessee, although a municipal corporation, is in all respects an independent entity for purposed of this agreement and is neither an agency nor an employee of the State of New Hampshire, and neither the Lessee nor any of its employees are entitled to any benefits, workers' compensation or emoluments provided by the State to its employees.

18. **WAIVER:** No failure by the Lessor to enforce any provisions hereof after any event of default on the part of the Lessee shall be deemed a waiver of its rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of its rights to enforce each and all of the provisions herein upon any further or other default on the part of the Lessee.

Initials: RAA
Date: 4/4/13

19. ASSIGNMENT OR SUBLET: The Lessee shall not assign or otherwise transfer any interest in the Agreement or sublet any portion of the Premises, without the prior written consent of the Lessor.
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 State of New Hampshire Governor and Executive Council.
21. SURRENDER OF PREMISES: In the event that the Term, or any renewal or amendment thereof, shall have expired or terminated, the Lessee shall peacefully quit and deliver up the Premises to Lessor in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all Improvements, alterations or additions made by Lessee which cannot be removed without causing damage to the Premises. Lessee shall remove all of its furnishings and personal property and if they fail or neglect to remove such items, then at the option of the Lessor such property shall either become property of the Lessor without compensation therefore, or then it shall be removed with the cost of removal and storage billed to Lessee.
22. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions 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.
23. ENTIRE AGREEMENT: This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
24. EFFECTIVE DATE OF AGREEMENT: This Agreement shall be effective upon its approval by the all State of New Hampshire authorities having jurisdiction, including but not limited to the Long Range Capital Planning and Utilization Committee and the Governor and Executive Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

Initials: DRH
Date: 11/4/13

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

LESSOR: The State of New Hampshire, Department of Administrative Services

Authorized by: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

LESSEE: The Lakes Region Mutual Fire Aid Association

Authorized by: James R. Hayes
Signature

Print: James R. Hayes, Chief Coordinator
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Belknap

UPON THIS DATE (insert full date) November 4, 2013, appeared

before me (print full name of notary) Richard C. Harris the undersigned officer

personally appeared (insert Licensee's signature) James R. Hayes

who acknowledged him/herself to be (print officer's title, and the name of the corporation) Chief Coordinator

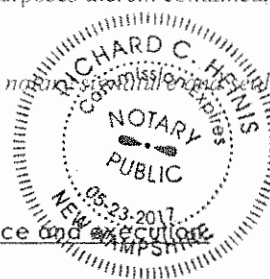
Lakes Region Mutual Fire Aid Association and that as such Officer,

they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing

him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature)

Richard C. Harris



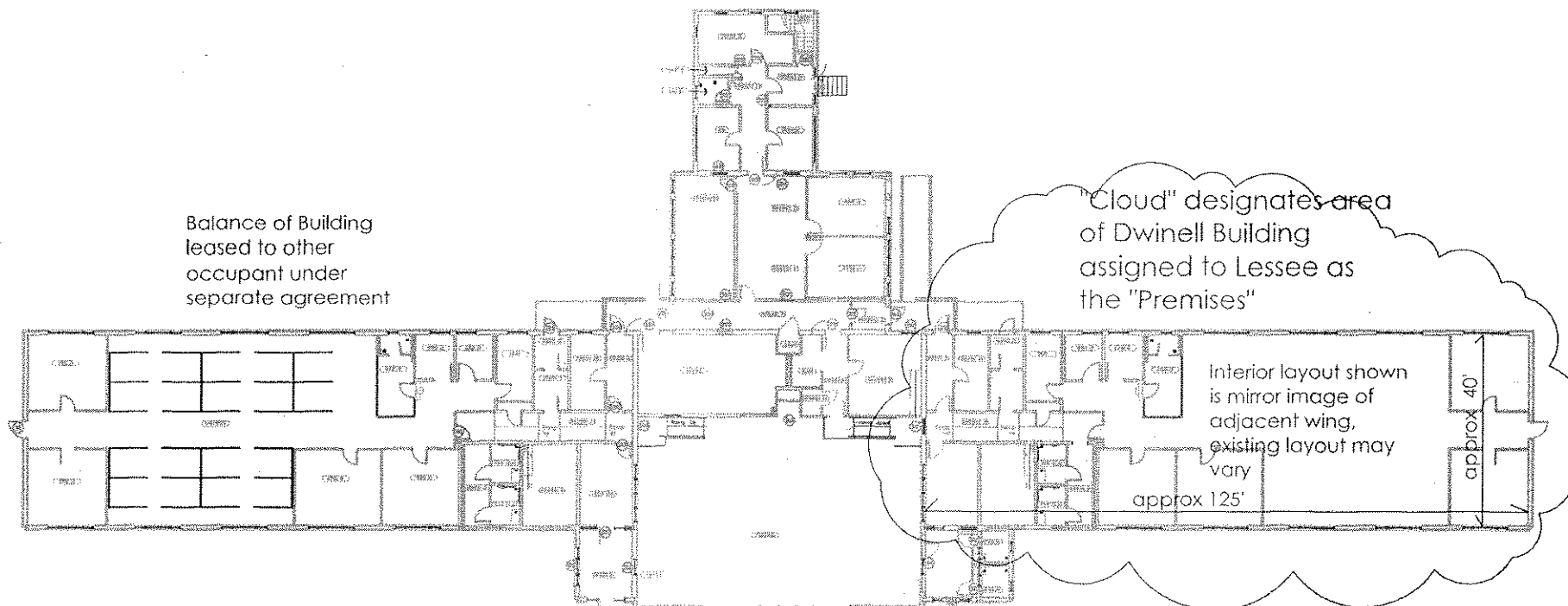
Approval by New Hampshire Attorney General as to form, substance and execution

By: _____, Assistant Attorney General, on _____

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

Initials: JAA
Date: 11/4/13



Balance of Building
leased to other
occupant under
separate agreement

"Cloud" designates area
of Dwinell Building
assigned to Lessee as
the "Premises"

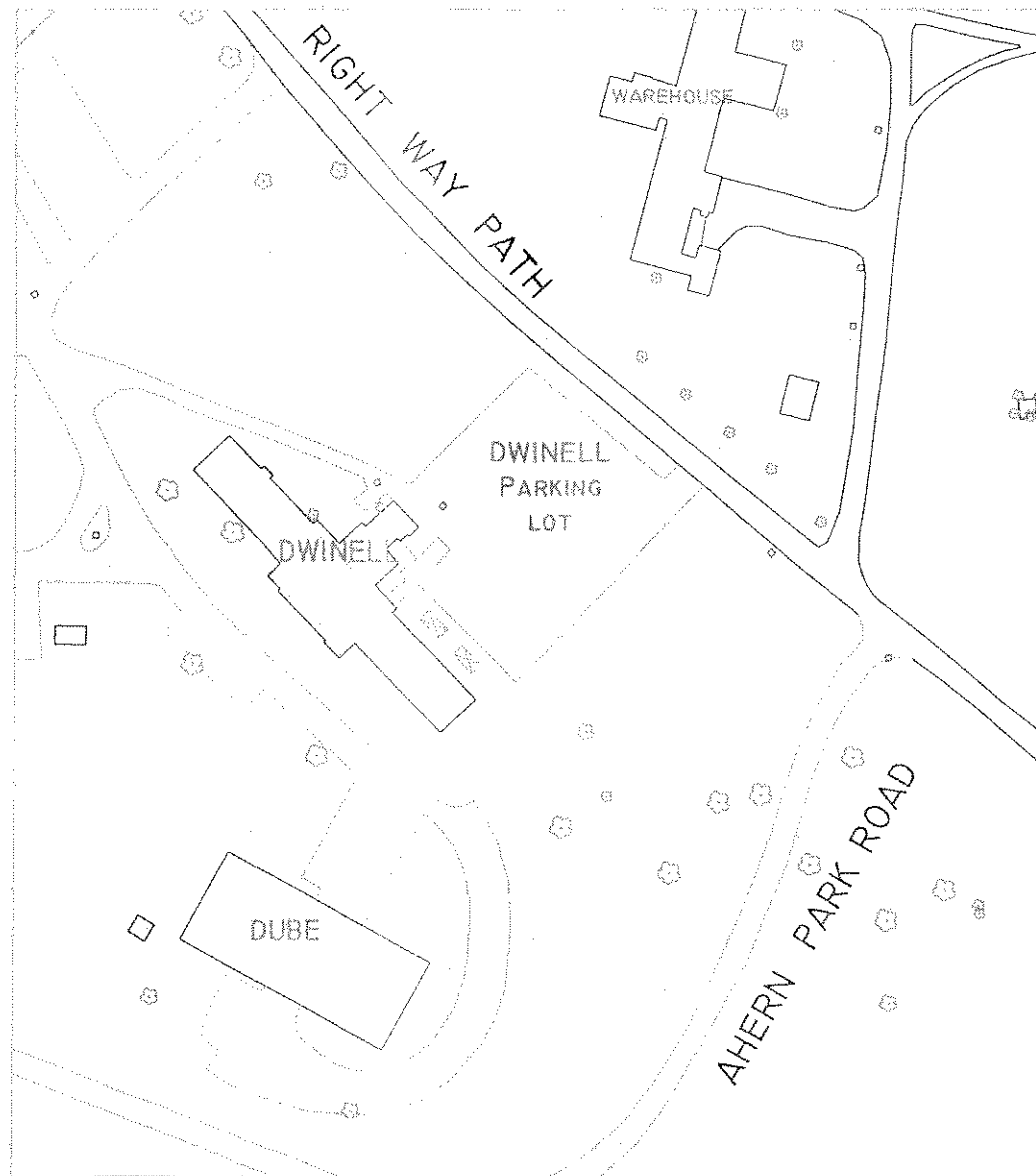
Interior layout shown
is mirror image of
adjacent wing,
existing layout may
vary

approx 125'

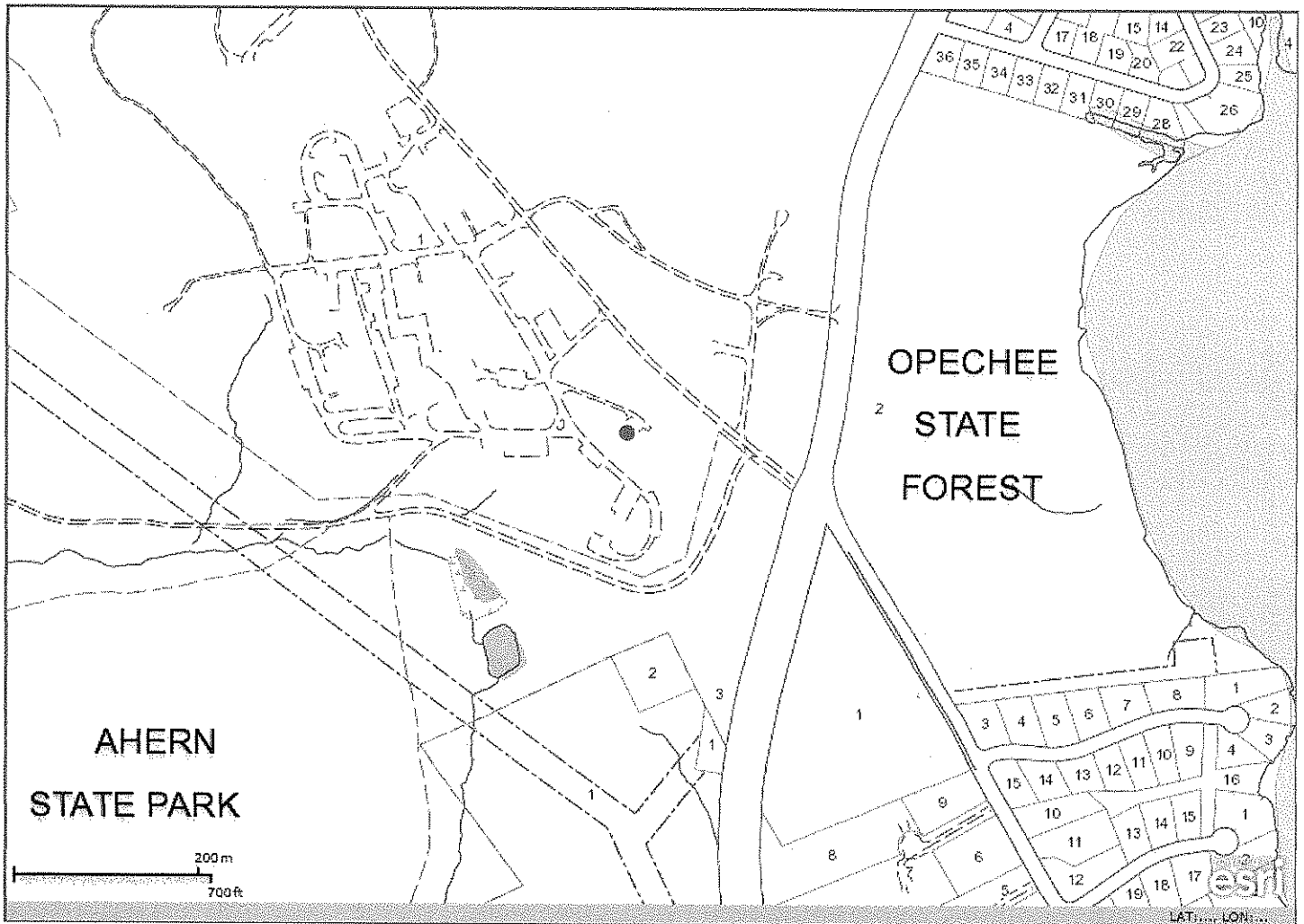
approx 40'

ATTACHMENT A
DEMISE of PREMISES for:
Lakes Region Mutual Aid

State of New Hampshire
Lakes Region Campus
One Righway Path, Laconia NH
Dwinell Building,

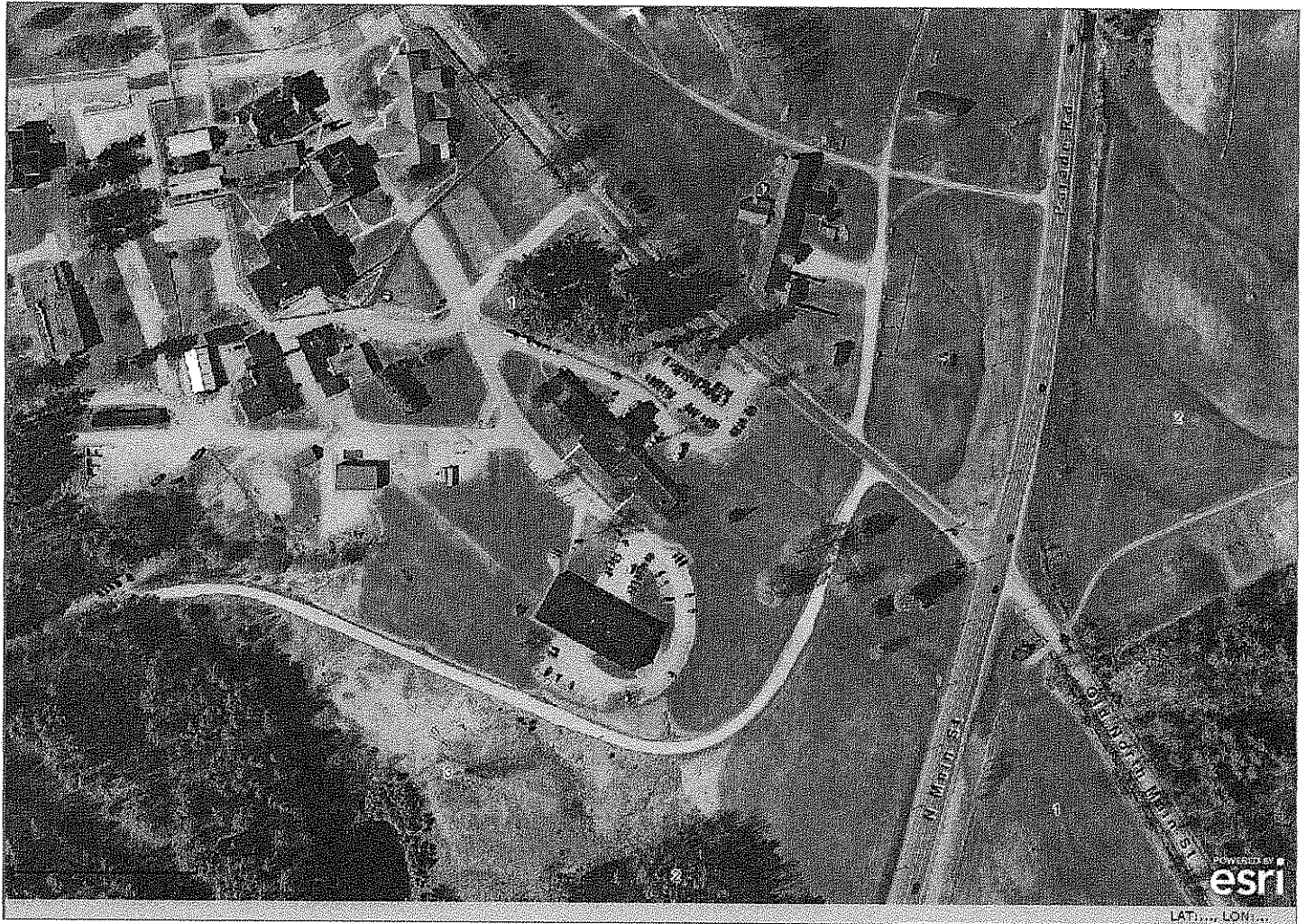


ATTACHMENT B:
LAKES REGION CAMPUS, DWINELL BUILDING
ONE RIGHT WAY PATH, LACONIA, NH 03246
SITE PLAN/ LOCUS MAP



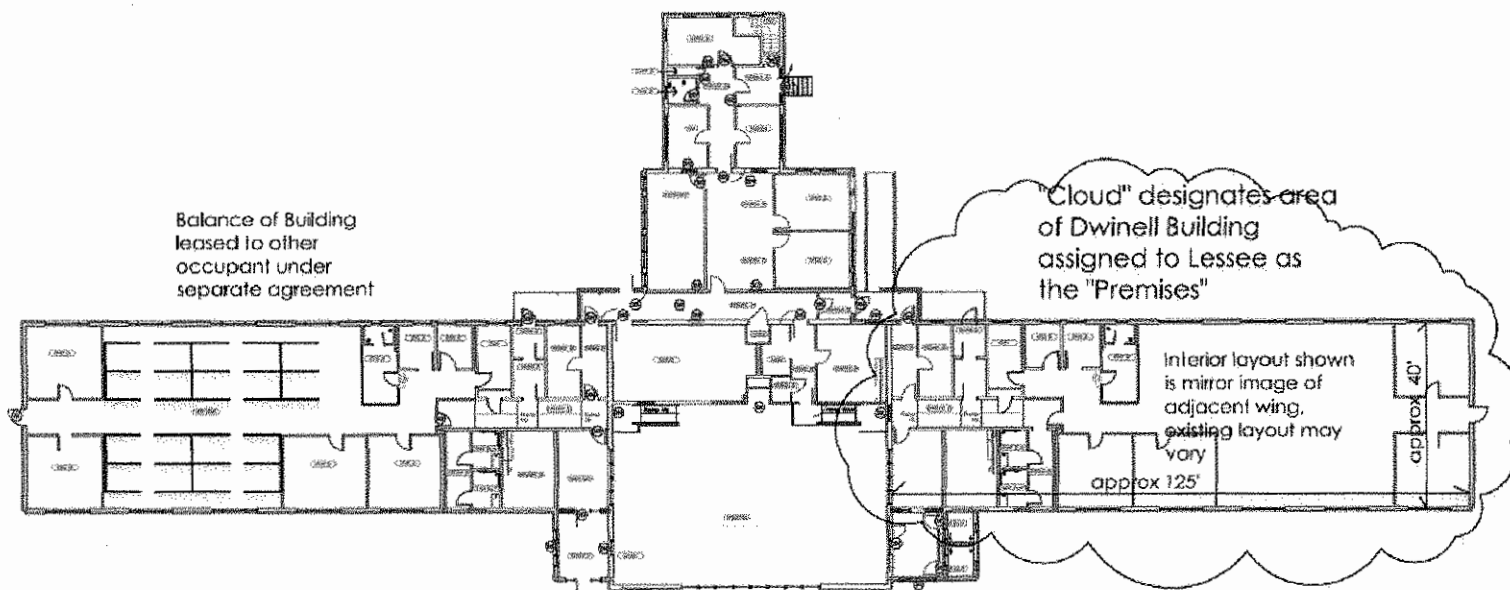
Dwinell Building (at red dot above)
62 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility (shown shaded above)

Tax Map Detail
Tax Map 318, Block 538, Lot 1.1
(tax parcel configurations of Ahern State Park and Lakes Region Facility shown above are out of date)



Dwinell Building (at center above)
62 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility

Aerial View



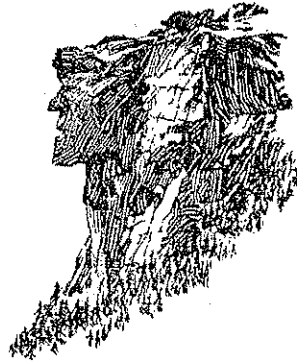
ATTACHMENT A
DEMISE of PREMISES for:
Lakes Region Mutual Aid

State of New Hampshire
 Lakes Region Campus
 One Highway Path, Laconia NH
Dwinell Building,

Dwinell Building
62 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility

Floor Plan
(showing leased area)

New Hampshire Council on Resources and Development




NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615

TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Linda M. Hodgdon, Commissioner
Department of Administrative Services

FROM: Susan Slack, Assistant Planner 
Office of Energy and Planning

DATE: November 26, 2013

SUBJECT: Surplus Land Review, SLR 13-012-CITY OF CONCORD

The Council on Resources and Development (CORD) took action on the following application brought by the Department of Administrative Services:

Request from the Department of Administrative Services to grant a perpetual utility easement to Northern New England Telephone Operations LLC (d/b/a FairPoint communications – NNE) for the installation, operation, maintenance, repair and replacement of transmission lines and supporting facilities and apparatus for telecommunications utility service to the Tobey Building located at 45 Fruit Street within the Governor Hugh J. Gallen State Office Park in Concord.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-012 on November 14, 2013, pending no adverse comments received during the public comment period, which ended on November 20, 2013. No such comments were received.

cc: Jared Nylund, Department of Administrative Services
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee