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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

March 22, 2016

To Members of the Long Range Capital
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, of which you are a member, will hold a regular business meeting on **Tuesday, March 29, 2016, 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
Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, March 29, 2016 at 1:30 p.m. in Room 201 of the Legislative Office Building

(1) **Acceptance of Minutes** of the February 16, 2016 meeting

(2) **Old Business:**

(3) **New Business:**

RSA 4:40 Disposal of Real Estate:

LRCP 16-007 Department of Administrative Services – acting on behalf of the New Hampshire Liquor Commission, requests approval to grant a perpetual utility easement on state land to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications-NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the NH Liquor Commission Headquarters building located at 50 Storrs Street in Concord, free of charge in exchange for making available to the State continued and upgraded electrical and telecommunications utility service to the NHLHC Headquarters building, subject to the conditions as specified in the requested dated March 2, 2016

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 16-008 Department of Administrative Services – informational item, dated March 15, 2016, of intent to enter into a Memorandum of Agreement with the Department of Safety for the continued use and occupation by the Department of Safety, Bureau of Emergency Communications (E911) of approximately 12,000 square feet of space in the State-owned Dwinell Building located on the Lakes Region Facility campus along NH Route 106 in Laconia for an additional fifteen (15) years commencing effective retroactively as of September 15, 2014 through September 14, 2029

LRCP 16-009 Department of Administrative Services – informational item, dated March 16, 2016, of intent to enter into a Memorandum of Agreement with the Department of Safety for a term of ninety-nine (99) years for the use and occupation by the Department of Administrative Services of approximately 2.051 acres of land and the buildings and other improvements situated thereon owned by the State at 4 Meadowbrook Drive in Milford, NH, located at the intersection of the NH Route 101 Bypass and Phelan Road

LRCP 16-010 Department of Administrative Services – informational item, dated March 16, 2016, acting on behalf of the Department of Health and Human Services pursuant to RSA 10:4, of intent to enter into an exclusive marketing agreement with The Norwood Group, Inc. (d/b/a NAI Norwood Group) for a term of up to one (1) year to market and sell the recently subdivided property located at 1234 River Road, including a single-story wood frame building known as the

“Stark House” with approximately 7,976 square feet of space, a 6,000 +/- square foot paved driveway and parking area, and approximately 2.14 acres of land, in the City of Manchester for \$600,000

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
MINUTES

February 16, 2016

The Long Range Capital Planning and Utilization Committee met on Tuesday, February 16, 2016 at 1:30 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative Gene Chandler, Chairman
Representative John Cloutier, Clerk
Representative David Danielson
Representative Mark McConkey
Representative Edmond Gionet, Alternate
Senator David Boutin, Vice Chairman
Meredith Telus, Governor's Office

Michael Connor, Department of Administrative Services

Representative Chandler called the meeting to order at 1:33 p.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Boutin, seconded by Representative McConkey, that the minutes of the December 9, 2015 meeting be accepted as written. MOTION ADOPTED.

NEW BUSINESS:

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

LRCP 16-002 Department of Transportation – On a motion by Senator Boutin, seconded by Representative McConkey, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a parcel of State owned land consisting of 1.12 +/- acres, located on the southerly side of NH Route 286 (aka Black Water Road) in the Town of Seabrook by a sealed bid process with a minimum bid of \$7,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated January 11, 2016. MOTION ADOPTED.

LRCP 16-003 Department of Transportation – On a motion by Senator Boutin, seconded by Representative Danielson, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to lease a 2,760 square foot parcel of State owned land located at the corner of Indian Brook Drive and Central Avenue in the City of Dover to Prime Circle, LLC for five (5) years at \$2,100 per year plus a one-time Administrative Fee of \$1,100, with an option for an additional five (5) years at a renegotiated value, subject to the conditions as specified in the request dated January 26, 2016. MOTION ADOPTED.

LRCP 16-004 Department of Transportation – Charles Schmidt, Administrator, Bureau of Right-of-Way, Department of Transportation, responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to amend the request to transfer a 0.30 +/- of an acre permanent waterline easement over a parcel of State owned property located on the westerly side of NH Route 16 in Errol to Dixville Capital, LLC, and in exchange Dixville Capital, LLC will decrease the original area to be transferred to the Department from a 4.28 +/- acre parcel along with a 50 foot wide Right-of-Way access over additional property owned by them, to a 3.53 +/- acre parcel along with a Right-of-Way Access over additional property owned by them totaling one (1) +/- acre, located on the northerly side of NH Route 26 in the Unincorporated Place of Dixville and the Town of Colebrook, at no cost, and waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated January 27, 2016. MOTION ADOPTED.

This request (LRCP 15-033) was originally approved by the Long Range Capital Planning and Utilization Committee on November 17, 2015.

RSA 4:40 Disposal of Real Estate:

LRCP 16-001 Department of Administrative Services – On a motion by Senator Boutin, seconded by Representative Danielson, that the Committee approve the request of the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Rockingham, with a mailing address of 119 North Road, Brentwood, N.H. 03833 for state owned property consisting of approximately 18,053 square feet of office space located in the Rockingham County Courthouse, #10 Route 25, Brentwood, N.H., for the period of May 1, 2016 to April 30, 2019, for an amount not to exceed \$549,204, subject to the schedule of annual rent as specified in the request dated January 19, 2016. MOTION ADOPTED.

LRCP 16-005 New Hampshire Employment Security – On a motion by Senator Boutin, seconded by Representative Danielson, that the Committee approve the request of the New Hampshire Employment Security, to amend prior Committee approval, granted November 14, 2012, and allow NHES to enter into a listing agreement with NAI Norwood Group, 116 South River Road, Bedford, N.H., for a term of up to fifteen (15) months, to sell: • 436 Maple Street, Manchester, NH, an unimproved parcel of 0.16 +/- acres currently utilized as a parking lot, for a price at or above \$95,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner; and • 300 Hanover Street, Manchester, NH, containing four (4) parcels of land totaling 1.18 +/- acres improved with one building comprising approximately 20,360 square feet, and including a mix of offices, conference rooms, and utility spaces and parking, for a price at or above \$1,425,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the

customary manner, as specified in the request dated January 29, 2016. MOTION ADOPTED.

This request (LRCP 12-042) was originally approved by the Long Range Capital Planning and Utilization Committee September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012.

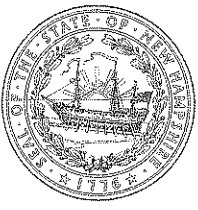
INFORMATIONAL:

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 will be at the Call of The Chair. (Whereupon the meeting adjourned at 1:41 p.m.)

Representative John R. Cloutier, Clerk



State of New Hampshire

LRCP 16-007

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

March 2, 2016

The Honorable Gene Chandler, 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 New Hampshire Liquor Commission, requests approval to grant a perpetual utility easement on State land to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications – NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the New Hampshire Liquor Commissioner Headquarters building located at 50 Storrs Street in Concord.

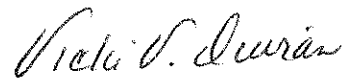
EXPLANATION

The New Hampshire Liquor Commission (NHLC) Headquarters building electrical power supply main is currently routed via existing utility "pole #6" located on the abutting shopping plaza parcel at 80 Storrs Street. Said pole #6 is also where the power main breakers for the NHLC Headquarters building are presently mounted, but the pole is situated such that it is often struck by delivery trucks unloading at Market Basket on the abutting shopping plaza parcel. When trucks strike the pole, the breakers often trip even if the lines remain undamaged. When the breakers trip, electrical power to the NHLC Headquarters building is disconnected. To solve this problem, Unitil plans to install a new utility "pole #7" on the NHLC Headquarters parcel and move the NHLC Headquarters power main breakers from existing pole #6 to the new pole #7. The proposed utility easement would affect a twenty (20) foot wide strip of land extending from the northern parcel boundary along a straight line from existing utility "pole #6" located on the abutting parcel to new utility "pole #7" to be installed, and then continuing from said pole #7 to the NHLC Headquarters building with the centerline of such strip to be fixed upon the "pole line" between said poles #6 and #7 and between said pole #7 and the NHLC Headquarters building. The proposed easement is required to allow Unitil to begin its utility work on site to install the new pole. In order to keep this project more or less on schedule, it will be necessary to convey the easement by March 2016.

The proposed utility easement shall be granted to Unitil and FairPoint free of charge in exchange for making available to the State continued and upgraded electrical and telecommunications utility service to the NHLC Headquarters building. The effectiveness of the proposed easement shall commence upon its execution by the Commissioner of the Department of Administrative Services, following approval by the Governor and Executive Council, and shall continue in perpetuity.

Authorization is hereby requested: to grant the proposed utility easement to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications – NNE), as tenants in common, on the affected State land as outlined above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicki V. Quiram". The signature is fluid and cursive, with the first name "Vicki" and last name "Quiram" clearly distinguishable.

Vicki V. Quiram
Commissioner

Attachments

LIST OF EXHIBITS

1. Proposed Easement Deed (Unitil form draft)
2. Location Map
3. Parcel Map Detail (showing utility poles marked and numbered)
4. Aerial View (showing utility poles marked and numbered)

Intake #31067
Unitil Energy Systems, Inc.
One McGuire Street
Concord, NH 03301

EASEMENT DEED

of _____

Town/City County State Zip Code

(herein called "Grantors", which word and the pronouns referring thereto shall mean the singular or plural of any gender, as the context may require) for consideration paid grants to **Unitil Energy Systems, Inc.**, a New Hampshire corporation with its principal place of business at 6 Liberty Lane West, Hampton, New Hampshire 03842-1720, and **Northern New England Telephone Operations LLC** (d/b/a FairPoint Communications – NNE) a limited liability company organized under the laws of Delaware having a place of business at 100 Gay Street, Manchester, New Hampshire 03103 and their respective successors and assigns and permittees forever, as tenants in common, with quitclaim covenants, the perpetual right and easement to build, replace, patrol, maintain, and operate a pole line with crossarms, subsurface lines, wires, facilities and other appurtenances for the transmission of intelligence by electricity and for the transmission and distribution of electricity (herein referred to inclusively as "said pole line") including the necessary guys over and across Grantor's land situated on 50 Storr St in Concord, New Hampshire on a strip 20 feet in width, the center line thereof to be fixed upon the pole line as follows:

To cover pole(s) #7 and associated anchors located at 50 Storr St Concord, NH

Meaning and intending to describe and convey an easement over those premises conveyed to Grantors by deed Dated _____, and recorded in Merrimack County Registry of Deeds, in Book _____, Page _____.

There is also hereby conveyed the right to enter all abutting lands of Grantors in the exercise of the rights herein granted and to exercise all rights reserved to Grantors in adjacent land; and the right to trim and remove from Grantor's land such trees and other growth as in the judgment of Grantees may interfere with or endanger said pole lines or the operation or maintenance thereof by such means as the Grantee may elect, all wood and timber to remain the property of the Grantor(s). Facilities built by any utilities pursuant to the easement hereby granted shall be and remain the property of the utilities. Furthermore it is understood that Grantees will follow all applicable municipal ordinances including obtaining excavation permits and road opening permits as required by the Town.

The Grantor(s) covenants and agrees that if any poles or wires or associated equipment installed in pursuance of this conveyance are required to be removed in connection with activity driven by the Grantor, the Grantor(s) will reimburse the Grantee(s) for all of its costs incurred in connection therewith. The Grantees shall have the right to install and maintain its distribution facilities upon the Grantor's premises without charge for the purpose of furnishing service to the Grantor and also for the purpose of serving Customer (s) on adjacent lands. Notwithstanding the foregoing, in the event that any of the said poles or wires or associated equipment installed pursuant to this Easement shall lie in or upon land, the fee interest in which shall be subsequently dedicated to and accepted by a municipality as a public way, the Grantee acknowledges and agrees that said municipality only, as successor and assign of the Grantor, shall not be bound by the foregoing covenant of the Grantor to reimburse the Grantee for costs incurred in connection with such removal. Grantor, for itself and each of its successors and assigns, hereby acknowledges and agrees that under such circumstances the Easement shall not be released, extinguished or terminated, and shall otherwise remain in full force and effect.

The Grantor(s) for themselves, their heirs, executors, administrators and assigns, hereby covenant(s) that they will not erect or permit any building or other structure, or alter the terrain, upon said strip that in the judgment of Grantee may interfere with or endanger said pole lines or the operation thereof, or would reduce the clearances to less than the National Electrical Safety Code or any other code in effect.

WITNESS the hand(s) and seal(s) of the Grantor(s) this _____ day of _____, 2015.

WITNESS: _____

Grantor: _____

WITNESS: _____

Grantor: _____

State of _____) ss. _____, 2015.

_____ County)

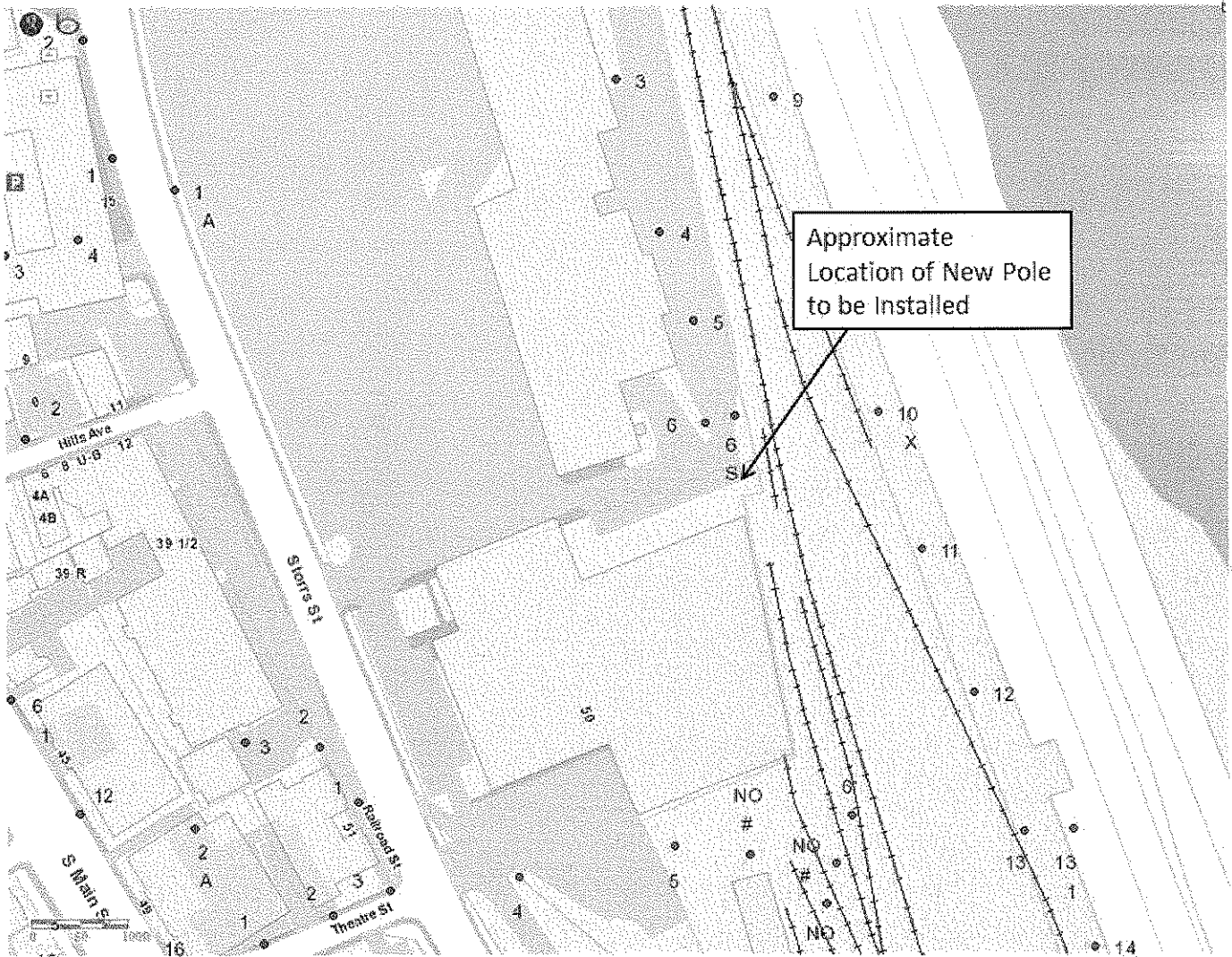
Personally appeared the subscriber(s) to the within instrument and acknowledged the same to be _____ voluntary act and deed.

Notary Public/Justice of the Peace



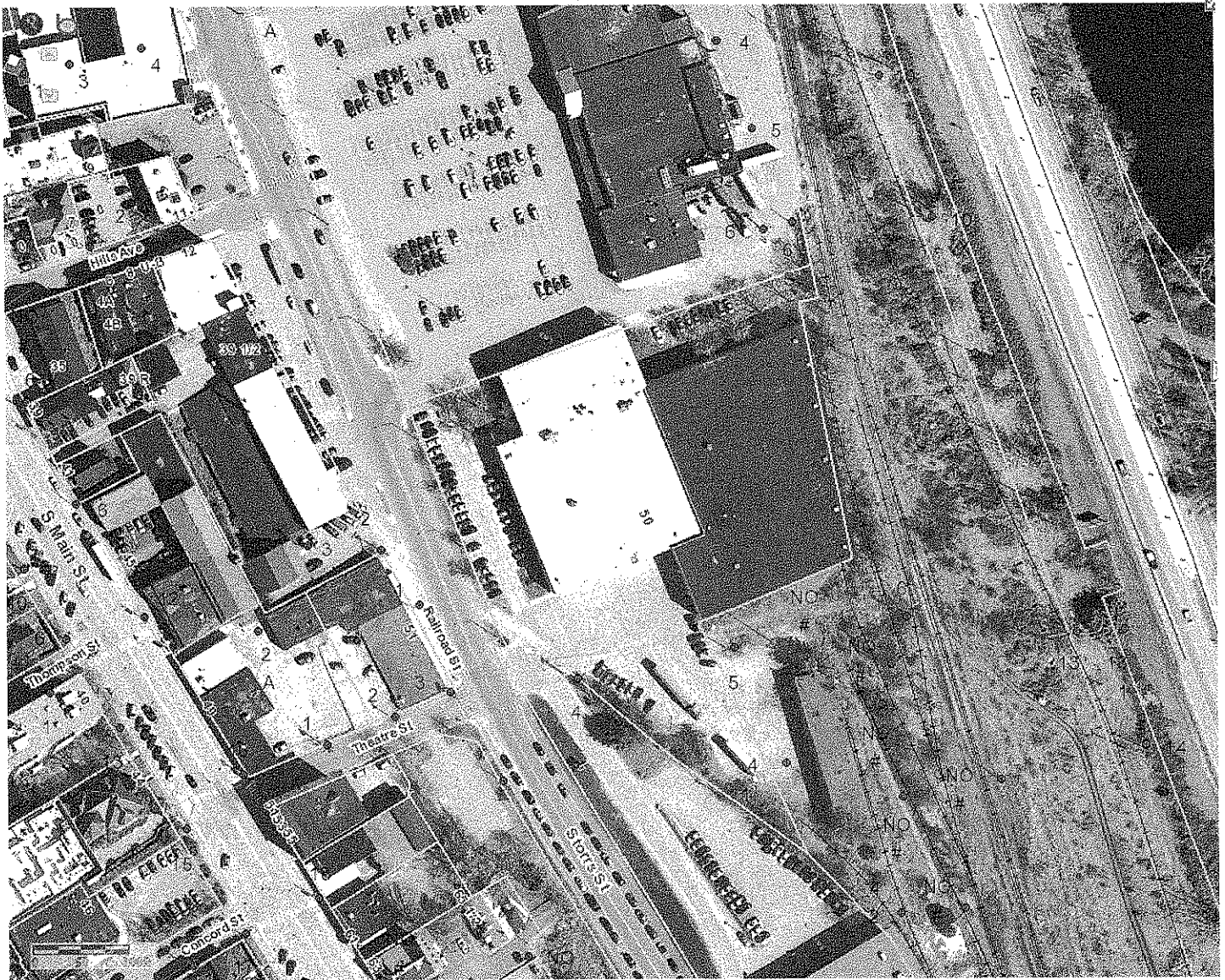
**New Hampshire Liquor Commission Headquarters
50 Storrs Street
Concord, NH**

**Location Map
USGS Concord Quadrangle**



**New Hampshire Liquor Commission Headquarters
50 Storrs Street
Concord, NH
(Tax Map 35, Block A1, Lot 2)**

**Tax Map Detail
(affected parcel shown just below center above)**



**New Hampshire Liquor Commission Headquarters
50 Storrs Street
Concord, NH
(Tax Map 35, Block A1, Lot 2)**

**Aerial View
(affected parcel shown at center above)**



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

LRCP 16-008

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

March 15, 2016

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

INFORMATIONAL ITEM

The Department of Administrative Services (the "Department") proposes to enter into a Memorandum of Agreement with the Department of Safety (DOS), subject to approval by the Governor and Executive Council, for the continued use and occupation by the DOS Bureau of Emergency Communications (E911) of approximately 12,000 square feet of space in the State-owned Dwinell Building located on the Lakes Region Facility campus along New Hampshire Route 106 in Laconia (the "Premises") for an additional fifteen (15) years commencing effective retroactively as of September 15, 2014 and terminating on September 14, 2029.

E911 has occupied and used the Premises since 1999 pursuant to a certain so-called "Lease" Agreement by and between the Department of Corrections, as predecessor in interest to the Department, and E911, having an effective date of September 15, 1999 and an expiration date of September 14, 2014. Throughout that period the remainder of the Dwinell Building has been leased and occupied by the Lakes Region Mutual Fire Aid Association (LRMFAA). Effective December 16, 2013, the LRMFAA lease was renewed for another fifteen (15) years until December 15, 2028.

Under the key terms of the proposed Memorandum of Agreement, which are set forth in the draft attached hereto, E911 shall continue be fully responsible for maintenance and repair of the Premises and for all utilities and services utilized by E911 except for water and sewer service, which shall be provided by the Department. E911 shall be further responsible under the Memorandum of Agreement for reimbursing the Department annually for the estimated cost of providing water and sewer service to the Premises, with the aggregate amount of such reimbursement payments totaling \$62,256.30 over the fifteen (15) year term.

Respectfully submitted,

Vicki V. Quiram
Commissioner

Attachments

LIST OF EXHIBITS

1. Proposed Memorandum of Agreement
2. Location Map
3. Tax Map Detail
4. Aerial View
3. Dwinell Building Floor Plan (showing area occupied by E911)

**MEMORANDUM OF AGREEMENT
FOR
USE AND OCCUPANCY OF OFFICE SPACE**

This Memorandum of Agreement (this "Agreement") is made this 14th day of March 2016 by and between the New Hampshire Department of Administrative Services (the "Host Agency" or "DAS") and the New Hampshire Department of Safety (the "Tenant Agency" or "DOS").

WHEREAS, DAS has management responsibility for the State land and buildings in Laconia, New Hampshire bordered by New Hampshire Route 106 to the east, Meredith Center Road to the northeast, Eastman Road to the northwest, and Ahern State Park to the southwest, comprising the Lakes Region Facility (formerly known as the "Laconia State School");

WHEREAS, the Lakes Region Facility includes an office building known as the "Dwinell Building" that has been partially used and occupied by the DOS Bureau of Emergency Communications (E911) since 1999 pursuant to a certain so-called "Lease" Agreement by and between the New Hampshire Department of Corrections, as predecessor in interest to DAS, and the Bureau of Emergency Communications, having an effective date of September 15, 1999 and an expiration date of September 14, 2014; and

WHEREAS, DOS desires to continue its use and occupancy of the Dwinell Building for an additional fifteen (15) years, and DAS has no other immediate need or use for the portion of said building presently occupied by DOS.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

- I. Except as otherwise provided in this Agreement DAS hereby grants to DOS the right to exclusively use and occupy approximately 12,000 square feet of office space located in the "Dwinell Building" at 50 Communications Drive on the Lakes Region Facility campus in Laconia, New Hampshire (the foregoing portion of said building occupied by DOS is hereinafter the "Premises") subject to the terms and conditions of this Agreement. The Premises are shown on the building floor plan attached to and made a part of this Agreement as Attachment A.
 - a. PARKING: Except as otherwise provided herein, DOS shall have priority over the other occupant of the Dwinell Building to use any on-site Dwinell Building parking spaces in the paved parking lot to the northeast of the Building adjacent to Right Way Path; DOS may grant permission to the other occupant of the Building to use any or all of such parking spaces in its discretion. The other occupant of the Building shall have the exclusive right to use the two (2) southeasterly parking spaces out of the five (5) "perpendicular" parking spaces located closest to the main northeasterly entrance to the Building. DOS shall have the exclusive right to use all of the "parallel" parking spots along the driveway to the north of the

Building. DOS shall have the right in common with the other occupant of the Building to use any of the "visitor" parking spaces located directly across the driveway to the southwest of the Building.

2. TERM: This Agreement shall remain in effect for a period of fifteen (15) years commencing upon the Effective Date unless sooner terminated in accordance with the provisions herein.
 - a. EFFECTIVE DATE: Subject to section 20 hereof, this Agreement and all obligations of the parties hereto shall commence effective retroactively to September 15, 2014 upon approval by the Governor and Executive Council.
 - b. TERMINATION DATE: This Agreement shall terminate without further action of the parties hereto on September 14, 2029.
 - c. OPTION FOR EARLY TERMINATION: Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party twenty-four (24) months prior written notice.
3. REIMBURSEMENT FOR WATER AND SEWER: DOS shall reimburse DAS annually for the estimated cost of providing water and sewer services to the Premises, said estimated cost to be Three Thousand Six Hundred dollars (\$3,600) for the first full year commencing with the Effective Date of this Agreement and to escalate by approximately two percent (2%) for each successive full year throughout the Term. The resulting annual reimbursement amount has been calculated for each full year of the Term as shown in the "Payment Schedule" included below. DOS shall make single lump sum payments to DAS annually in advance, in the corresponding amounts shown, the first payment to be due not later than thirty (30) days following the execution of this Agreement by both parties and subsequent annual payments to be due not later than thirty (30) days following each anniversary of the Effective Date; provided, however, that no payment shall be due for the period of retroactive effectiveness occurring prior to the date upon which this Agreement has been fully executed by both parties. The first annual payment due hereunder shall be adjusted pro rata in proportion with the amount of the then current term year (as defined below) which follows the execution of this Agreement.

PAYMENT SCHEDULE

<u>Term year</u>	<u>Dates</u>	<u>Annual reimbursement amount</u>	<u>% increase</u>
1	9/15/2014 - 9/14/2015	\$3,600.00	
2	9/15/2015 - 9/14/2016	\$3,672.00	2%
3	9/15/2016 - 9/14/2017	\$3,745.44	2%
4	9/15/2017 - 9/14/2018	\$3,820.35	2%
5	9/15/2018 - 9/14/2019	\$3,896.76	2%
6	9/15/2019 - 9/14/2020	\$3,974.69	2%
7	9/15/2020 - 9/14/2021	\$4,054.18	2%
8	9/15/2021 - 9/14/2022	\$4,135.27	2%
9	9/15/2022 - 9/14/2023	\$4,217.97	2%

10	9/15/2023 - 9/14/2024	\$4,302.33	2%
11	9/15/2024 - 9/14/2025	\$4,388.38	2%
12	9/15/2025 - 9/14/2026	\$4,476.15	2%
13	9/15/2026 - 9/14/2027	\$4,565.67	2%
14	9/15/2027 - 9/14/2028	\$4,656.98	2%
15	9/15/2028 - 9/14/2029	\$4,750.12	2%

TOTAL TERM RENT: \$62,256.30

4. COMPLIANCE BY TENANT AGENCY WITH LAWS AND REGULATIONS: DOS shall at all times during the existence of this Agreement observe and comply with 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. Any violations shall be immediately reported to DAS. DOS shall, at its own expense, be solely responsible for any costs incurred as a result of its violation of, or its failure to observe or comply with, the aforementioned federal, state, and local laws, rules, regulations, and standards.
5. NOTIFICATION: No notice, consent, or other communication between the parties pursuant to this Agreement shall have any binding effect hereunder unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. If to DAS: Deputy Commissioner Michael Connor, or his successor, New Hampshire Department of Administrative Services, 25 Capitol Street, Room 102, Concord, New Hampshire 03301
 - b. If to DOS: Director Bruce Cheney, or his successor, Division of Emergency Services and Communications, New Hampshire Department of Safety, 33 Hazen Drive, Room 105, Concord, New Hampshire 03305
6. CONDITION OF THE PREMISES, ACCEPTANCE: DOS is familiar with the condition of the Premises and accepts them "as-is" in their current condition without any representation or obligation on the part of DAS to make any alterations, repairs or improvements.
7. UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL and GROUNDS SERVICES:
 - a. DOS shall furnish at its own expense electricity, heat, telecommunications, and data services to the Premises for its own use and shall be responsible for making direct payment to the providers of all such services.
 - b. DOS shall furnish at its own expense janitorial services, rubbish removal, and recycling services for its own use of the Premises and shall be responsible for making direct payment to the providers of such services.

- c. DOS shall be solely responsible for providing snow shoveling and surface treatment of all pathways leading into the Premises (the "Premises" is defined in Section 1 of this Agreement as the portion of the Dwinell Building that is occupied by DOS pursuant to this Agreement), and shall be further responsible for all snow plowing, snow removal, and surface treatment of the parking lot and driveway serving the Premises. DAS shall provide snow plowing and removal services in areas of the adjacent Lakes Region Facility campus.
 - d. DAS shall furnish water and sewer services to the Premises. DAS shall be responsible for any necessary repair or replacement of the water and sewer infrastructure serving the Premises; provided, however, that DOS shall reimburse DAS for the total invoiced cost of any such work performed within ten (10) feet of the foundation of the Dwinell Building within thirty (30) days following the receipt by DOS of such invoice.
 - e. DAS shall provide grounds services, which shall include mowing and lawn services and maintenance of landscaping elements.
8. **MAINTENANCE AND REPAIR:** DOS agrees to maintain and keep the Premises in good repair and in accordance with all applicable regulations, ordinances, or codes at its sole expense and without cost or expense to DAS, such maintenance to include, without limitation, building systems such as the roof, HVAC and boiler, plumbing, electrical systems, lighting, emergency exit signs, fire alarm, and fire suppression systems. DOS shall further be responsible for all repairs due to vandalism, wear, or negligence on the part of DOS, its officers, employees, contractors, or invitees and shall exercise due care in protecting the Premises against any damage or destruction. Alternatively, in the event of any damage to or destruction of the Premises for which DOS is responsible, DAS may, in consultation with DOS, require DOS to pay money to DAS in an amount sufficient to compensate DAS for its total anticipated cost of repairing said damage. If DAS decides to accept payment from DOS as an alternative to requiring DOS to repair said damage, then to the extent reasonably possible such repair shall be commenced by DAS within ten (10) days after receiving the full amount of such payment from DOS. In the event of any severe damage to or destruction of the Premises resulting in either a material or total loss of the Premises, DAS may, in consultation with DOS, decide not to repair or rebuild the Premises, in which case this Agreement shall be terminated in accordance with the early termination provisions of Section 17 of this Agreement. All maintenance and repairs shall be subject to any such rules or regulations as DAS may prescribe and to the general supervision and approval of DAS.
9. **RIGHT OF ENTRY:** DAS may enter the Premises during the hours of 8:00 AM to 4:30 PM, Monday through Friday except State holidays for the purpose of ensuring DOS compliance with this Agreement. DAS may enter the Premises at any other time as may be reasonable or necessary, in its discretion, to fulfill its obligations under this Agreement or to maintain, repair, or improve the Premises. Except in the case of an emergency or as otherwise provided in this Agreement, DAS shall make reasonable efforts to schedule in advance a mutually agreeable time with DOS to enter the Premises for any purpose. In

the event that DOS fails to accommodate or respond to a DAS request to enter the Premises within three (3) business days of said request, DAS may enter the Premises without further notice to DOS.

10. IMPROVEMENTS AND CONSTRUCTION:

- a. Except as otherwise provided in this Agreement, including section 10c below, , all improvements to or construction on the occupied Premises shall be undertaken at the sole risk and expense of DOS.
- b. Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction on or improvements to the Premises shall be commenced without the prior written approval of DAS, which approval shall not be unreasonably withheld. Additionally, all construction on or improvements to the Premises shall comply with all building codes and ordinances of the State of New Hampshire.
- c. Notwithstanding anything contained herein to the contrary, DAS reserves the right to improve the Premises at the expense of DAS.
- d. Any improvements to or construction on the Premises shall be the property of DAS from their inception.

11. FIXTURES AND FURNITURE: DOS shall be responsible for the provision of all furniture, fixtures, and equipment as DOS may require on the Premises; all furniture and fixtures so provided shall remain the property of DOS at the end of the Term.

12. EVENTS OF DEFAULT; REMEDIES:

- a. EVENTS OF DEFAULT: Any failure of DOS 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, DAS may:
 - i. Give DOS a written notice specifying the event of default and requiring it to be remedied within sixty (60) days following the date of the notice or within such other reasonable time period as may be specified in the notice;
 - ii. If the event of default is not timely remedied, terminate this Agreement effective one hundred eighty (180) days after giving DOS notice of termination;
 - iii. If the event of default is a failure to comply with section 10 above, require DOS at its sole risk and expense to restore the Premises to their condition immediately prior to the event of default, and, if DOS shall fail to do so,

then DAS shall have the right to restore the Premises, itself, at the risk and expense of DOS; and

- iv. Re-enter and take possession of the Premises.
- c. CUMULATIVE NATURE: The remedies described in paragraph 12b above are cumulative, and the selection of one such remedy by DAS shall not be a bar to the use of any other remedy, or all other remedies, so long as notice and opportunity to cure are provided as specified in paragraph 12b(i) above.
- 13. DOS RELATION TO DAS: It is understood and acknowledged by the parties that both of them are agencies of the State of New Hampshire, and, as such, they are not separate and independent entities from each other but have a common duty of cooperation in furtherance of the policies and best interests of the State of New Hampshire.
- 14. WAIVER: No failure by DAS to enforce any provisions hereof after any event of default on the part of DOS 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 DOS.
- 15. ASSIGNMENT OR LEASE: DOS shall not assign or otherwise transfer any interest in this Agreement to any other agency of the State of New Hampshire, and DOS shall not grant any lease or license relating to any portion of the Premises to a third party, without the prior written consent of DAS.
- 16. AMENDMENT: This Agreement may be amended only by an instrument in writing signed by the parties hereto upon approval by the Governor and Executive Council.
- 17. SURRENDER OF PREMISES; EARLY TERMINATION BY DAS: Upon the Termination Date, or any amendment or extension thereof, DOS shall peacefully quit and deliver up the Premises to DAS in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all improvements, alterations, or additions made by DOS which cannot be removed without causing damage to the Premises. DOS shall further remove all of its furnishings and personal property, failing which such property shall become property of DAS without compensation therefore or be removed for disposal at the sole risk and expense of DOS. In the event that DAS elects to terminate the Agreement before the Termination Date, DAS shall reimburse DOS as provided herein for the value of any capital improvements made upon the premises during the Term of this Agreement pursuant to Section 10.b. hereof, to be redistributed by DOS pro rata to those who incurred the expense; provided, however, that there shall be no such reimbursement by DAS in the event that this Agreement is terminated due to a material or total loss of the Premises pursuant to Section 8 of this Agreement, by legislative action, or due to a legislatively ordered disposal of the Premises or transfer of management responsibility for the Premises to another agency of the State of New Hampshire. Any capital improvements made during the Term of this Agreement to be

reimbursed under this Section 17 due to early termination by DAS shall be reimbursed at the depreciated value of such improvements as of the time of termination; provided, however, that any such reimbursement shall be subject to availability of funds.

18. 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 all of which shall together constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and shall bind upon and inure to the benefit of the parties and their respective successor agencies. 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.
19. 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.
20. This Agreement shall become effective only upon approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

HOST AGENCY:

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Vicki V. Quiram
Vicki V. Quiram, Commissioner

TENANT AGENCY:

NEW HAMPSHIRE DEPARTMENT OF SAFETY

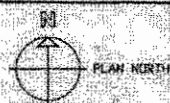
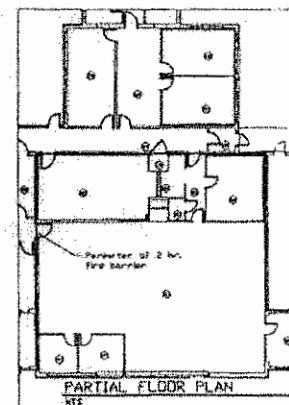
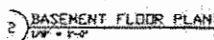
By and through its

DIVISION OF EMERGENCY SERVICES AND COMMUNICATIONS

By: Bruce H. Cheney
Bruce Cheney, Director

ATTACHMENT A

Dwinell Building Partial Floor Plan
(showing area occupied by DOS)



<div style="text-align: center;">REVISIONS</div> <div> <div>DATE</div> <div>DESCRIPTION</div> <div>BY</div> </div>			<div>MODEL BUILDING LAYOUTS</div> <div>LACONIA REGIONAL FACILITY</div> <div>LACONIA, NEW HAMPSHIRE</div> <div>EMERGENCY COMMUNICATIONS</div>
			<div>FLOOR PLAN AND</div> <div>BASEMENT PLAN</div>
<div>DATE</div> <div>10/15/2004</div>	<div>BY</div> <div>10/15/2004</div>	<div>DATE</div> <div>10/15/2004</div>	<div>BY</div> <div>10/15/2004</div>

SPECIAL BUILDING ERECTIONS
 LACONIA REGIONAL FACILITY
 LACONIA, NEW HAMPSHIRE
 EMERGENCY COMMUNICATIONS

FLOOR PLAN AND
BASEMENT PLAN

ATTACHMENT B

Parking

osed Lot
-538-11

RAN. BND.
ET 4/02/12
" PROJ.

E-911
BUILDING
1 STORY
BRICK

Shared "Visitor" Spaces

LRMFA Spaces (2)

(may be used by LRMFA with DOS permission)

DOS spaces (may be used by LRMFA with DOS permission)

space added (may be used by LRMFA with DOS permission)

650.73
300.00

W 4

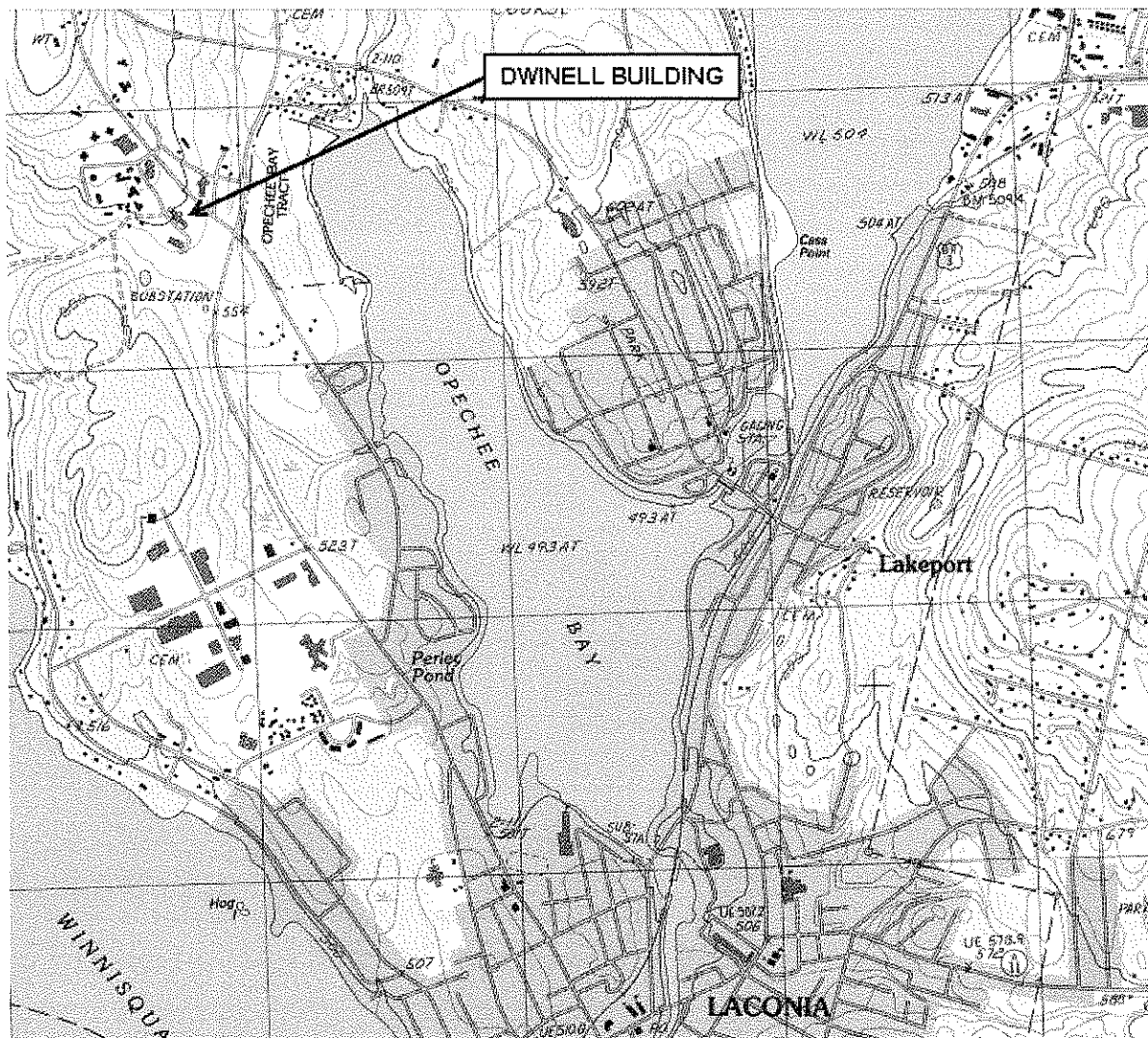
299
N50.

RIGHT

25' SETBACK

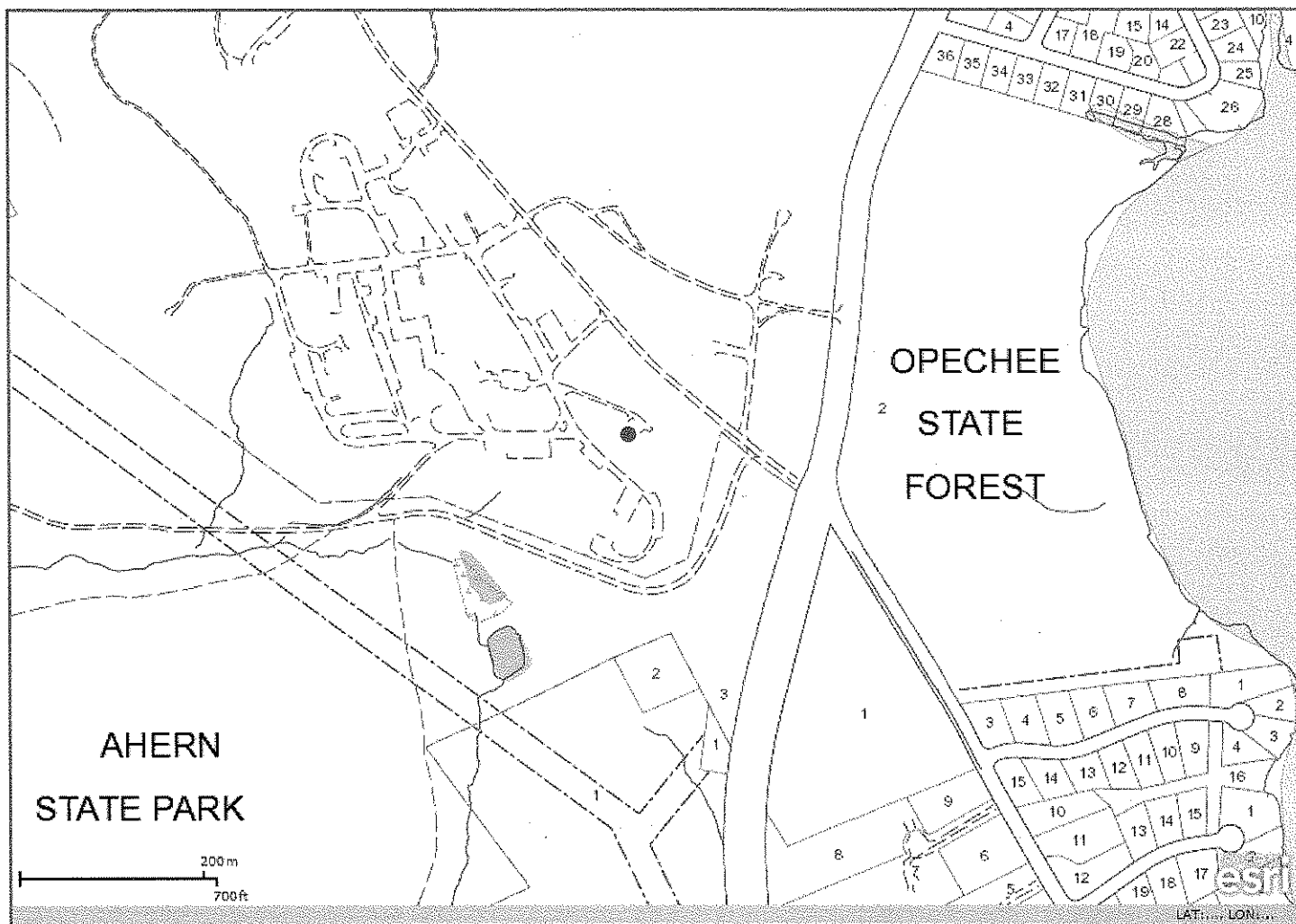
$\Delta = 9.51'05"$

W



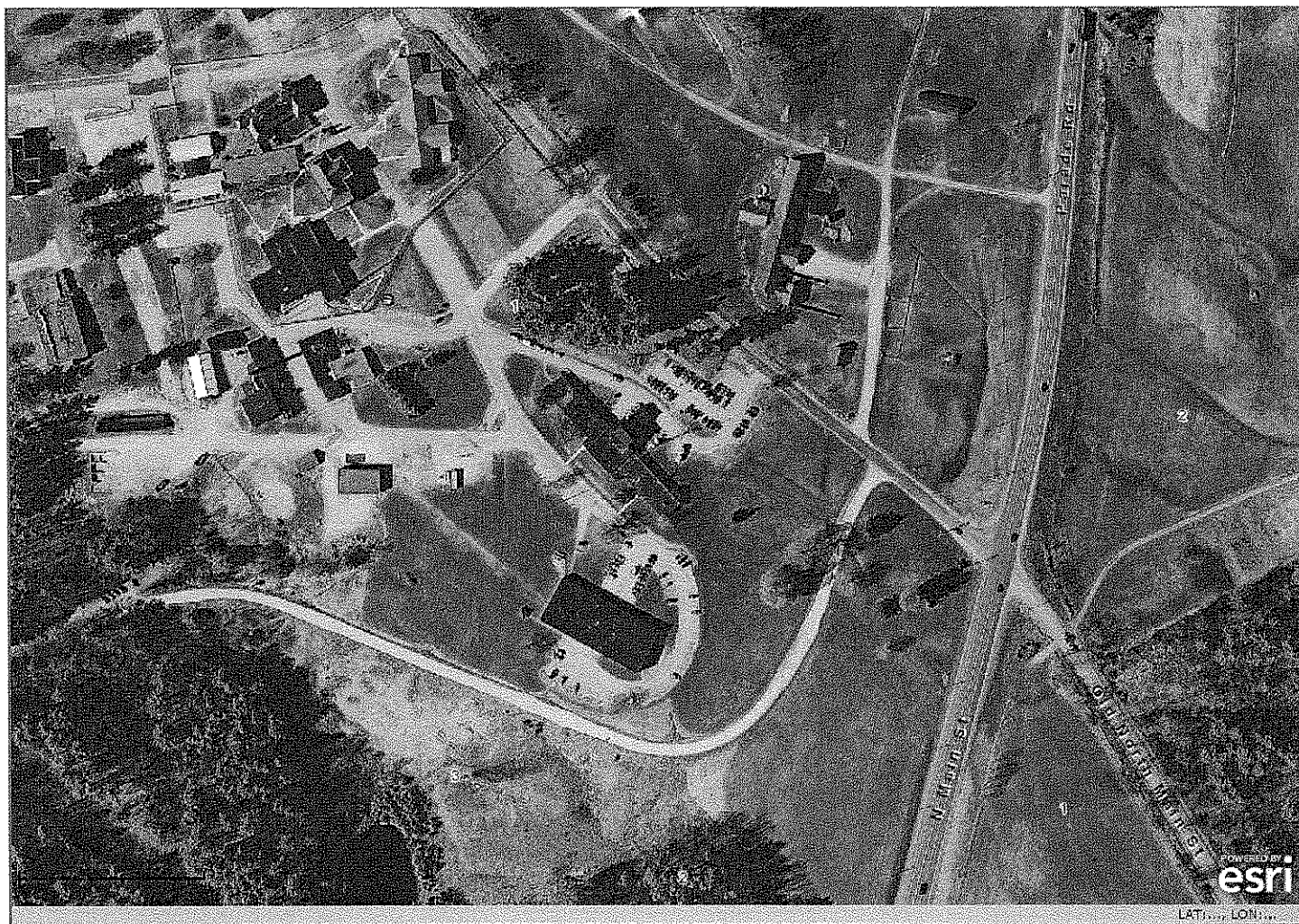
Dwinell Building
50 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility

Laconia USGS Quad



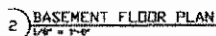
Dwinell Building (at red dot above)
50 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility (shown shaded above)

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)

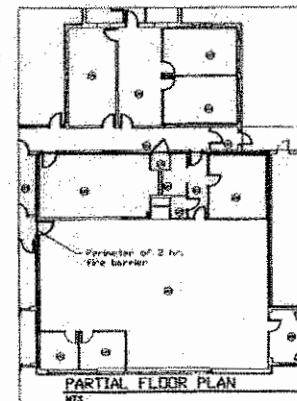


Dwinell Building (at center above)
50 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility

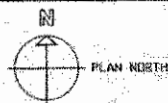
Aerial View



[Type 1.] Same as Type 1. No significant change in appearance.

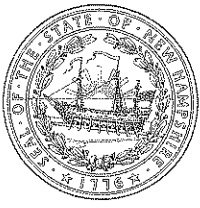


1 FLOOR PLAN
1/8" = 1'-0"



NAME	DATE

DATE	FILE
8-28-68	64-25-3000



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

LRCP 16-009

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

March 16, 2016

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

INFORMATIONAL ITEM


The Department of Administrative Services (the "Department") proposes to enter into a Memorandum of Agreement with the Department of Safety (DOS) for a term of ninety-nine (99) years, subject to approval by the Governor and Executive Council, for the use and occupation by the Department of approximately 2.051 acres of land and the buildings and other improvements situated thereon owned by the State of New Hampshire at 4 Meadowbrook Drive in Milford, New Hampshire (Tax Map 7, Lot 29) (the "Premises"), located at the intersection of the New Hampshire Route 101 Bypass and Phelan Road.

DOS has occupied and used the Premises as a Troop Station and Division of Motor Vehicles office since soon after the land was acquired by the State in 1986, but in recent years DOS has had a declining need and use for the Premises. The Department desires to use and occupy the Premises as the location for a new courthouse building to be constructed by the Department on site, and DOS has no foreseeable need or use for the Premises except to use and occupy office space comprising less than one quarter of the contemplated new building. Because the land parcel included within the Premises was acquired in part with highway funds, and in light of the fact that the proposed courthouse use is not sufficiently related to highway operations or safety to benefit directly from highway funding, a primary feature of the Memorandum of Agreement is the reimbursement of the highway fund with annual payments to be made by the Department to DOS.

Under the key terms of the proposed Memorandum of Agreement, which are set forth in the draft attached hereto, the Department shall be fully responsible for maintenance and repair of the Premises and for all utilities and services. The Department shall further be responsible for making annual highway fund reimbursement payments to DOS, the amount of which is based on the appraised annual market ground rent for the Premises as adjusted every five (5) years. The initial fixed annual highway fund reimbursement payments shall be in the amount of Eleven Thousand Dollars (\$11,000) each. Future adjustments to the fixed annual highway fund reimbursement payment amount shall be based on reappraisals of the annual market ground rent for the Premises. The Department of Transportation (DOT) is a

limited party to the Memorandum of Agreement for the sole purpose of providing such reappraisal services upon request. DOS shall be responsible under the Memorandum of Agreement for reimbursing the Department no less often than annually for the pro rata share of all utilities, services, maintenance, and repairs attributable to DOS and the portion of the Premises that it occupies.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicki V. Quiram". The signature is fluid and cursive, with the first name "Vicki" and last name "Quiram" clearly distinguishable.

Vicki V. Quiram
Commissioner

Attachments

LIST OF EXHIBITS

1. Proposed Memorandum of Agreement
2. Location Map
3. Tax Map Detail
4. Aerial View
5. Concept Drawing Plan of Proposed Courthouse Facility

**MEMORANDUM OF AGREEMENT
FOR
USE AND OCCUPANCY OF PREMISES**

This Memorandum of Agreement (this "Agreement") is made by and among the New Hampshire Department of Safety (the "Host Agency" or "DOS"), the New Hampshire Department of Administrative Services (the "Tenant Agency" or "DAS"), and the New Hampshire Department of Transportation ("DOT") (DOT is a limited party to this Agreement for periodic reappraisal purposes only).

WHEREAS, DOS has management responsibility for the land and buildings owned by the State of New Hampshire (the "State") at 4 Meadowbrook Drive in Milford, New Hampshire (Tax Map 7, Lot 29) (the "Premises"), bordered by New Hampshire Route 101 to the east, Phelan Road to the north, Meadowbrook Drive to the west, and the abutting parcel at 18 Meadowbrook Drive to the south;

WHEREAS, DOS has been the sole or primary occupant and user of the Premises since the land was acquired by the State of New Hampshire in 1986;

WHEREAS, the land included within the Premises was partially acquired with highway funds, and the building and other improvements included within the Premises were entirely constructed with highways funds; and

WHEREAS, DAS desires to use and occupy the Premises as the location for a new courthouse building to be constructed by DAS on site, and DOS has no foreseeable need or use for the Premises except to use and occupy office space comprising less than one quarter of the contemplated new courthouse building.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, the parties agree as follows:

1. Except as otherwise provided in this Agreement DOS hereby grants to DAS the right to exclusively use, occupy, improve, and maintain the Premises subject to the terms and conditions of this Agreement. The Premises are more particularly bounded and described on Schedule A attached hereto. DOS shall retain the right to use and occupy office space within the Premises for State Police, Division of Motor Vehicles, or other highway-related purposes, such space to be more particularly described and/or depicted on Schedule B to be attached hereto upon completion of the contemplated new courthouse building.
2. TERM: This Agreement shall remain in effect for a period of ninety-nine (99) years commencing upon the Effective Date unless sooner terminated in accordance with the provisions herein.

- a. EFFECTIVE DATE: This Agreement and all obligations of the parties hereto shall commence effective upon authorization by the Governor and Executive Council. For reference purposes said Effective Date shall be added to this Agreement following such authorization in the following space provided:
_____, 2016.
- b. TERMINATION DATE: This Agreement shall terminate without further action of the parties hereto ninety-nine (99) years from the Effective Date hereof.
- c. OPTION FOR EARLY TERMINATION: Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party twelve (12) months prior written notice.

- 3. REIMBURSEMENT OF HIGHWAY FUND: DAS shall reimburse DOS for its use of that portion of the Premises that was acquired or constructed with highway funds (the market value of said highway funded portion of the Premises shall hereinafter be referred to as the "Highway Funded Market Value" or "HFMV") in fixed annual payments, by analogy to a hypothetical ground lease of the Premises, each annual payment to be in an amount equal to the annual market ground rent calculated by multiplying the HFMV by an appropriate market capitalization rate. For the first five (5) years following the Effective Date of this agreement, the fixed annual highway fund reimbursement payment amount so calculated shall be Eleven Thousand Dollars (\$11,000.00) based on an HFMV of one hundred thirty-seven thousand five hundred dollars (\$137,500) and a market capitalization rate of eight percent (8%) (i.e. $\$137,500 \times 0.08 = \$11,000$). On the fifth (5th) anniversary of the Effective Date, and every five (5) years thereafter, the HFMV shall be reevaluated by a New Hampshire-licensed certified general appraiser to reflect the then-current market value of the Premises as vacant land; such appraiser shall also reevaluate the applicable market capitalization rate for a ground lease of the Premises; and the fixed annual highway fund reimbursement payment shall be recalculated and adjusted accordingly; provided, however, that under no circumstances shall any such annual payment recalculation and adjustment result in a fixed annual highway fund reimbursement payment increase of more than ten percent (10%) every five (5) years. Upon such adjustment, the new fixed annual highway fund reimbursement payment amount shall be recorded together with the calendar year in which the adjustment was made on an exhibit to be attached to this Agreement and incorporated by reference herein. DAS shall make single lump sum payments to DOS annually in arrears, each in the foregoing amount, the first payment to be due by the end of the State fiscal year during which the contemplated new courthouse building to be constructed on the Premises is complete and ready for occupancy, and subsequent annual payments to be due by the end of each successive State fiscal year. The first payment due hereunder shall be adjusted pro rata in proportion to the amount of the then-current State fiscal year which follows the date upon which the contemplated new courthouse building to be constructed on the Premises is complete and ready for occupancy. All payments made by DAS to DOS pursuant to this Section 3 are to be paid into the highway fund.

4. DETERMINATION OF HIGHWAY FUNDED MARKET VALUE: The parties acknowledge that only an undivided one-half (1/2) interest in the land included within the Premises was acquired with highway funds, and that the other undivided one-half interest in the land was donated to the State as a charitable contribution. The parties further acknowledge that the building and other improvements currently located on the Premises, while entirely constructed with highway funds, have exceeded their useful life and have been fully depreciated and no longer contribute to the market value of the Premises. Therefore, for all purposes under this Agreement the HFMV is calculated as one half (1/2) of the appraised market value of the Premises as vacant land. DOS shall be fully responsible for requesting and obtaining, and shall bear the total cost of, all periodic reappraisals of the Premises as are contemplated by this Agreement. The New Hampshire Department of Transportation (DOT) has agreed to perform such reappraisals upon request once every five (5) years in exchange for reimbursement by DOS of its reasonable costs and expenses incurred in the performance of such reappraisals. Notwithstanding the foregoing, DOS shall have the right but not the obligation to use DOT to perform any given reappraisal hereunder. DOS shall also have full discretion to select and hire a private independent certified general appraiser for such purpose, provided that such appraiser has been approved or prequalified by DOT.
5. COMPLIANCE WITH LAWS AND REGULATIONS: DOS and DAS shall at all times during the effectiveness of this Agreement observe and comply with 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. Any violations shall be immediately reported to DAS. Each party to this Agreement shall, at its own expense, be solely responsible for any costs incurred as a result of its violation of, or its failure to observe or comply with, the aforementioned federal, state, and local laws, rules, regulations, and standards.
6. NOTIFICATION: No notice, consent, or other communication between the parties pursuant to this Agreement shall have any binding effect hereunder unless it is in writing. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. If to DAS: Deputy Commissioner Michael Connor, or his successor, New Hampshire Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire 03301
 - b. If to DOS: Director of Motor Vehicles Elizabeth Bielecki, or her successor, New Hampshire Department of Safety, 23 Hazen Drive, Concord, New Hampshire 03301
7. CONDITION OF THE PREMISES, ACCEPTANCE: DAS is familiar with the condition of the Premises and accepts them "as-is" in their current condition without any representation or obligation on the part of DOS to make any alterations, repairs, or improvements, except as otherwise provided in this Agreement.

8. UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL and GROUNDS SERVICES:

- a. DAS shall furnish at its own expense electricity, heat, telecommunications, and data services to the Premises for its own use and shall be responsible for making direct payment to the providers of all such services.
- b. DAS shall furnish at its own expense janitorial services, rubbish removal, and recycling services for its own use of the Premises and shall be responsible for making direct payment to the providers of such services.
- c. DAS 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 snow plowing, snow removal, and surface treatment of the parking lot and driveway serving the Premises.
- d. DAS shall furnish water and sewer services to the Premises.
- e. DAS shall provide grounds services, which shall include mowing and lawn services and maintenance of landscaping elements.
- f. DOS shall reimburse DAS on a regular basis for its pro rata share of the expense of providing the utilities and services set forth in this Section 8. The timing of such regular reimbursement payments may be established and adjusted by agreement between the parties, but such payments shall be due no less often than annually. Such pro rata share shall be in proportion to the relative portion of the total square footage of the building on the Premises that is occupied by DOS.

9. MAINTENANCE AND REPAIR: Except as otherwise provided in this Agreement, DAS agrees to maintain and keep the Premises in good repair and in accordance with all applicable regulations, ordinances, or codes at its sole expense, such maintenance to include, without limitation, building systems such as the roof, HVAC and boiler, plumbing, electrical systems, lighting, emergency exit signs, fire alarm, and fire suppression systems. DAS shall further be responsible for all repairs due to vandalism, wear, or negligence on the part of DAS, its officers, employees, tenants, contractors, or invitees and shall exercise due care in protecting the Premises against any damage or destruction. All maintenance and repairs shall be subject to any such rules or regulations as DAS may prescribe and to the general supervision and approval of DAS. DOS shall reimburse DAS on a regular basis for its pro rata share of the expense of providing maintenance and repairs as set forth in this Section 9. The timing of such regular reimbursement payments may be established and adjusted by agreement between the parties, but such payments shall be due no less often than annually. Except to the extent that any given maintenance or repair is limited or attributable solely to the DOS-occupied portion of the building, such pro rata share shall be in proportion to the relative portion of the total square footage of the building on the Premises that is occupied by DOS.

10. IMPROVEMENTS AND CONSTRUCTION:

- a. Except as otherwise provided in this Agreement, all improvements to or construction on the Premises shall be undertaken by DAS.
- b. Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction on or improvements to the Premises shall be commenced without the prior written approval of DAS, which approval shall not be unreasonably withheld. Additionally, all construction on or improvements to the Premises shall comply with all building codes and ordinances of the State of New Hampshire.
- c. The parties anticipate that the construction of the contemplated new courthouse building and associated improvements will be partially highway funded. The amount of the total project cost to be highway funded shall be in proportion to the relative portion of the total square footage of the building on the Premises that is to be occupied by DOS for highway-related purposes. DOS shall aid and cooperate with DAS to the extent necessary to obtain such highway funding.
- d. Any improvements to or construction on the Premises shall be the property of DAS throughout the effectiveness of this Agreement but shall become the property of DOS upon the termination hereof.

11. **FIXTURES AND FURNITURE:** DOS shall be responsible for the provision of all furniture, fixtures, equipment, and signage as DOS may require on the Premises; all furniture, fixtures, equipment, and signage so provided shall remain the property of DOS upon the termination of this Agreement. Any such DOS furniture, fixtures, equipment, or signage to be kept or installed on the Premises outside of the DOS office space described in Schedule B shall be subject to prior approval by DAS.

12. **EVENTS OF DEFAULT; REMEDIES:**

- a. **EVENTS OF DEFAULT:** Any failure of either party 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 non-defaulting party may:
 - i. Give the other party a written notice specifying the event of default and requiring it to be remedied within thirty (30) days following the date of the notice or within such other reasonable time period as may be specified in the notice;

- ii. If the event of default is not timely remedied, terminate this Agreement effective thirty (30) days after giving the other party notice of termination; and
 - iii. If the event of default is a failure to make a payment required under this Agreement, then the non-defaulting party may withhold from the next payment(s) due under this Agreement to the defaulting party an amount equal to the payment default.
- c. CUMULATIVE NATURE: The remedies described in Section 12.b. above are cumulative, and the selection of one such remedy shall not be a bar to the use of any other remedy, or all other remedies, so long as notice and an opportunity to cure are provided as specified in Section 12.b.i. above.
- 13. DOS RELATION TO DAS: It is understood and acknowledged by the parties that both of them are agencies of the State of New Hampshire, and, as such, they are not separate and independent entities from each other but have a common duty of cooperation in furtherance of the policies and best interests of the State of New Hampshire.
- 14. WAIVER: No failure to enforce any provision hereof after any event of default shall be deemed a waiver of any 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 any rights to enforce each and all of the provisions herein upon any further or other default.
- 15. ASSIGNMENT OR LEASE: The parties acknowledge that the primary purpose of this Agreement is to enable DAS to provide and maintain a new courthouse facility for the Judicial Branch to occupy and use in Milford. Therefore, DAS shall have the right to assign to, or share with, another agency or branch of New Hampshire state government the rights granted to DAS hereby to occupy and use that portion of the Premises that is not occupied by DOS; provided, however, that no public or private entity other than DAS or the Judicial Branch may occupy or use the Premises without the prior written consent of DOS, which consent shall not be unreasonably withheld.
- 16. AMENDMENT: This Agreement may be amended only by an instrument in writing signed by the parties hereto upon approval by the Governor and Executive Council. Under no circumstances shall a periodic adjustment of the fixed annual highway fund reimbursement payment pursuant to Section 3 of this Agreement be deemed to be an amendment to this Agreement or otherwise require further approval by the Governor and Executive Council in order to be effective.
- 17. SURRENDER OF PREMISES; EARLY TERMINATION: Upon the Termination Date, or any amendment or extension thereof, DAS shall peacefully quit and deliver up the Premises to DOS in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all improvements, alterations, or additions made by DAS which cannot be removed without causing damage to the Premises. DAS shall further remove all of its furnishings and personal property, failing which such

property shall become property of DOS without compensation therefore. In the event that either party elects to terminate the Agreement early, all improvements to the Premises shall be allocated or distributed, and all funding sources shall be reimbursed, in accordance with then current law as in effect upon said early termination.

18. 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 all of which shall together constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire and shall bind upon and inure to the benefit of the parties and their respective successor agencies. 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.
19. 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.
20. This Agreement shall become effective only upon approval by the Governor and Executive Council.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the Effective Date set forth hereinabove.


HOST AGENCY:

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: 
John Barthelmes, Commissioner

TENANT AGENCY:

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Vicki V. Quiram, Commissioner

DOT hereby agrees to perform the periodic reappraisal tasks contemplated by Section 3 of this Agreement pursuant to Section 4 of this Agreement but is not otherwise a party to this Agreement.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By: _____
Victoria Sheehan, Commissioner

IN WITNESS WHEREOF, the parties hereto have set their hands effective as of the Effective Date set forth hereinabove.

HOST AGENCY:

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: _____
John Barthelmes, Commissioner

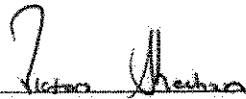
TENANT AGENCY:

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____
Vicki V. Quiram, Commissioner

DOT hereby agrees to perform the periodic reappraisal tasks contemplated by Section 3 of this Agreement pursuant to Section 4 of this Agreement but is not otherwise a party to this Agreement.

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

By:  _____
Victoria Sheehan, Commissioner

SCHEDULE A

Description of Premises
4 Meadowbrook Drive, Milford, New Hampshire
(Tax Map 7, Lot 29)

A certain parcel of land located at 4 Meadowbrook Drive, Milford, New Hampshire, together with all buildings and other improvements situated thereon, consisting of approximately 2.051 acres, more or less, shown as "Lot 7-57-11" on a certain plan entitled "Subdivision Plan of Land, Meadowbrook Industrial Park, Milford, N.H." dated November 15, 1983, revised through January 17, 1984, prepared by Thomas F. Moran, Inc., recorded in the Hillsborough County Registry of Deeds as Plan # 16436 (the "Plan"), said parcel being more particularly described as follows:

Beginning at a granite bound marked "NHHD" found on the southerly side of Phelan Road at its intersection with the N.H. Route 101 Bypass, being the northeast corner of the herein described parcel;

Thence South $17^{\circ}28'47''$ East a distance of approximately 318.00 feet, more or less, along the westerly side of said Bypass to an iron pin set, being the southeast corner of the herein described parcel;

Thence South $89^{\circ}54'28''$ West a distance of approximately 327.35 feet, more or less, to an iron pin set on the easterly side of Meadowbrook Drive, being the southwest corner of the herein described parcel;

Thence North $1^{\circ}32'40''$ East a distance of approximately 173.26 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence along an arc curving to the left having a radius of approximately 325.00 feet a distance of approximately 81.18 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence North $12^{\circ}46'40''$ West a distance of approximately 55.07 feet, more or less, along said Meadowbrook Drive to a stone bound set;

Thence along an arc curving to the right having a radius of approximately 30.00 feet a distance of approximately 37.09 feet, more or less, along said Meadowbrook Drive to a stone bound set at the intersection of Meadowbrook Drive and Phelan Road, being the northwest corner of the herein described parcel;

Thence South $81^{\circ}18'50''$ East a distance of approximately 236.63 feet, more or less, along the southerly side of said Phelan Road to the point of beginning.

MEANING AND INTENDING to describe the same premises conveyed to the State of New Hampshire by Warranty Deed of James A. Forest, Q. Peter Nash, and Steven E. Krook dated

June 20, 1986, recorded in the Hillsborough County Registry of Deeds at Book 3573, Page 789, and by Warranty Deed of James A. Forest, Q. Peter Nash, and Steven E. Krook dated June 20, 1986, recorded in the Hillsborough County Registry of Deeds at Book 3573, Page 790.

The first of two arc directions included in the property description provided herein has been changed from that included in the referenced source deeds in order to correct an apparent scrivener error.

SCHEDULE B

Description/Depiction of Department of Safety Office Space
(to be affixed upon completion of construction of the new facility)



**4 Meadowbrook Drive
Milford, NH**

**Location Map
Google Maps**



**4 Meadowbrook Drive
Milford, NH
(Tax Map 7, Lot 29)**

**Tax Map Detail
(subject parcel shown at center above)**



**4 Meadowbrook Drive
Milford, NH
(Tax Map 7, Lot 29)**

**Aerial View
(currently existing subject facility shown at center above)**

		Civil Engineers Structural Engineers Traffic Engineers Cost Estimators Insurance Adjusters Architects		48 Convent Drive Andover, MA 01810 Phone (508) 472-0888 Fax (508) 472-3247 www.tfm.com	
74141.15	MH CR	MSK CP	741 1000000	74151.15 74141-CHCPT	CONCEPT A



State of New Hampshire

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

LRCP 16-010

VICKI V. QUIRAM
Commissioner
(603) 271-3201

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

March 16, 2016

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

INFORMATIONAL ITEM

Pursuant to RSA 10:4, the Department of Administrative Services (the "Department"), acting on behalf of the Department of Health and Human Services (DHHS), proposes to enter into an exclusive marketing agreement with The Norwood Group, Inc. (DBA NAI Norwood Group) for a term of up to one year to market and sell the recently subdivided property located at 1234 River Road (including a single-story wood frame building known as the "Stark House" with approximately 7,976 square feet of space, a 6,000 square foot (more or less) paved driveway and parking area, and approximately 2.14 acres of land) in the City of Manchester for \$600,000.

The subject property (the "Property") is comprised of a recently subdivided parcel of land approximately 2.14 acres in size with approximately 310 feet of frontage along River Road, a single-story wood frame building with approximately 7,976 square feet of space, and a 6,000 square foot (more or less) paved driveway and parking area. The Property is located at 1234 River Road in Manchester, New Hampshire (Tax Map 420, Lot 1C), and it is surrounded on three sides by the abutting Sununu Youth Services Center (SYSC) campus parcel (formerly known as "YDC"), of which the Property was a part prior to its subdivision in 2015. Although the Property was vacant for over one year prior to August 2015, it has since been occupied on a temporary basis by the DHHS Manchester District Office. DHHS has indicated its intention to vacate the Property on or about April 2016. Aside from the current temporary occupancy, DHHS no longer has any need or use for the Property. DHHS has asked the Department to dispose of the Property by sale on its behalf.

As of November 9, 2015, J. Chet Rogers, LLC, an independent firm providing real estate appraisal services, appraised the market value of the Property at \$590,000.

On January 19, 2016, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader January 19-21, 2016 and by a direct email solicitation sent to 36 real estate brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received only

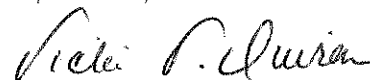
one conforming proposal. The proposal included a proposed listing price range of \$519,000 to \$598,000 and proposed a commission rate of 6%.

The sole proposal was submitted by The Norwood Group, Inc. (DBA NAI Norwood Group) ("Norwood"). Norwood has worked with the Department before, having successfully marketed two other surplus State properties over the past three years. As a result of Norwood's qualifications and experience with surplus State institutional properties, the Department is satisfied with the results of the RFP notwithstanding the low rate of response. Therefore, the Department proposes to enter into an exclusive listing agreement with Norwood to sell the Property for \$600,000.

As part of this submission, the Department also proposes to negotiate with prospective buyers for the Property within the Long Range Capital Planning and Utilization Committee's current policy guidelines. Although no part of this proposed disposal is subject to the Committee's review and approval pursuant to RSA 4:40, IV and RSA 10:1, the Department believes that the type of latitude afforded by the Committee's current policy guidelines is necessary to be able to provide a quick response to prospective buyers and more efficiently market the Property.

The listing agreement will specify that the Department will first offer the Property to the City of Manchester at the proposed sale price, and that the real estate broker will not receive any commission for a sale to the City of Manchester or the County of Hillsborough, or if any other State agency expresses interest in acquiring the Property.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vicki V. Quiram".

Vicki V. Quiram
Commissioner

Attachments

LIST OF EXHIBITS

1. Location Map
2. Tax Map Detail
3. Aerial "Bird's Eye" View of Buildings
4. Subdivision Plat (showing boundaries of subdivided parcel to be sold)



1234 River Road ("Stark House")
 Manchester, New Hampshire
 (Tax Map 420, Lot 1C)

Tax Map Detail
 (subject parcel shown at center above)



**1234 River Road ("Stark House")
Manchester, New Hampshire**

"Bird's Eye View" Photo of Stark House

