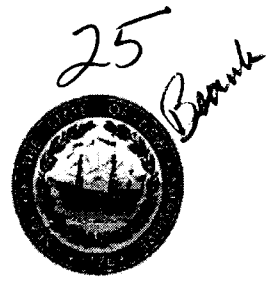




**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



**WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER**

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Rail and Transit
November 2, 2015

REQUESTED ACTION

Pursuant to RSA 4:40 and 228:57 AUTHORIZE the Department of Transportation to lease a 6,800 square foot parcel of State owned land located on the Manchester & Lawrence Railroad corridor in the City of Manchester to the City of Manchester and per the Long Range Capital Planning and Utilization Committee to waive the annual lease fee and the one-time administrative fee of \$1,100, effective upon Governor and Executive Council approval.

EXPLANATION

The Department of Transportation received a request from the City of Manchester to lease a 6,800 square foot parcel of the State-owned railroad corridor that is currently utilized by the City as a recreational trail. The Department proposes to lease the parcel to the City for inclusion in the surface drainage facilities used to treat runoff between Nutts Pond and existing development. The use of this parcel will not impact the abandoned railroad corridor's current trail use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for future restoration of railroad service.

The City, in consultation with the NH Department of Environmental Services, proposes to construct and maintain drainage facilities including a detention pond that will provide the necessary detention of drainage flow to minimize the pollution impacts to Nutts Pond. The Department had appraised the proposed parcel, but per a request from the NH Department of Environmental Service's Commissioner Thomas Burack, the Long Range Capital Planning and Utilization Committee granted a waiver for the proposed lease fee and further waived the State's typical \$1,100.00 administrative fee.

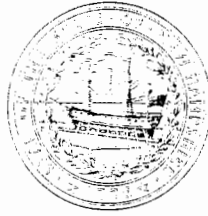
RSA 228:57 allows the Department to sell or lease portions of a railroad corridor no longer needed by the State to political subdivisions of the State for public use and therefore the Department proposes to lease this parcel to the City for surface drainage facilities.

The Long Range Capital Planning and Utilization Committee approved the sale on November 18, 2014.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments



LRCP 14-037

JEFFREY 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

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

November 19, 2014

Michelle Winters, Administrator
Department of Transportation
Division of Aeronautics, Rail and Transit
John O. Morton Building
Concord, New Hampshire 03301

Dear Ms. Winters,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40 and RSA 228:57-a, on November 18, 2014, **amended** and approved the request from the Department of Transportation, Bureau of Rail and Transit, to lease to the City of Manchester approximately 6,800 square feet on the State-owned Manchester & Lawrence Branch Railroad corridor in the City of Manchester, for a period of five (5) years, with a five-year renewal provision, waive the annual lease fee (as requested by the Department of Environmental Services), and further **waive the one-time \$1,100 Administrative Fee**, subject to the conditions as specified in the request dated October 16, 2014.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

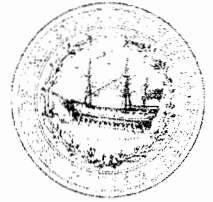
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Attachment

Cc: Louis Barker, Bureau of Rail and Transit



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



September 23, 2014

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
c/o Office of Legislative Budget Assistant
State House, Room 102
Concord, NH 03301

SUBJECT: Lease of +/- 6,800 square feet of land at Station 2705 Manchester & Lawrence Branch Railroad Corridor.

Dear Chairman Campbell:

REQUESTED ACTION

Pursuant to RSA 4:40, the New Hampshire Department of Environmental Services (DES) requests that the New Hampshire Department of Transportation be permitted to enter into a Lease Agreement, waiving the annual lease fee, with the City of Manchester, for approximately 6,800 square feet of land located at Station 2705 of the Manchester & Lawrence Branch Railroad Corridor. The purpose of the lease is to provide land area which will allow construction of a stormwater treatment practice to improve water quality at Nutt Pond.

EXPLANATION

The area to be leased is located at Station 2705 of the Manchester & Lawrence Branch Railroad Corridor situated north of Gold Street, south of Spring Garden Street, east of Bradley Street, and west of Nutt (a.k.a. Nutts) Pond, in Manchester. This segment of rail corridor is 99 feet wide and approximately 4,600 feet long and includes a +/- 12 foot wide paved path which is currently being used as a public recreation trail for walking and bicycling. The land to be leased is approximately 40 feet wide and 170 feet in length.

Nutt Pond watershed occupies approximately 557 acres of mostly urbanized land. The pond is currently listed on the DES List of Impaired Waters for chlorides, dissolved oxygen, and chlorophyll-a. The pond is also subject to a Total Maximum Daily Load (TMDL) for total phosphorus as a surrogate for chlorophyll-a. In 2008, the City developed a Nutt Pond Watershed Restoration Plan which details implementation actions to reduce phosphorus and sediment loading to the pond. The restoration plan proposed a prioritized list of Best Management Practices (BMPs) to help reduce pollutant loading to the pond based on cost and pollutant removal estimates.

As a result of this Restoration Plan, and in an attempt to implement the TMDL, the City implemented several BMPs throughout the east, south and north sub-watersheds. As part of the ongoing effort to restore the pond, the current phase of the project is seeking to implement further improvements throughout the

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



western sub-watershed. Because the watershed is heavily developed, there is minimal land available to be used for construction of treatment practices.

Under current conditions, stormwater from the western part of the watershed flows through the subject DOT property and continues into the pond. A portion of that flow volume must pass through culverts located under the existing rail trail which are undersized and partially full of debris and sediment. In storm conditions, the rail trail's ditchline sometimes exceeds capacity and overtops the trail, causing erosion near the shoreline and minor undercutting of the rail trail pavement. Though this is DOT property, the City has been conducting maintenance and minor repairs as part of its normal park property maintenance to try to minimize that damage.

The City, DOT, and DES have worked cooperatively to arrive at a stormwater treatment BMP design that is acceptable to all parties. The current BMP design minimizes encroachment upon the DOT rail corridor and structures the BMP in a way that would allow DOT's complete use of the corridor through removal of a portion of the practice if DOT were to determine that it was necessary to accommodate future rail traffic.

We respectfully request that the calculated \$4,080 annual lease fee be waived, and offer the following as justification for that request:

- a) The City has demonstrated itself to be extraordinarily committed to and proactive in this project, and has incurred significant expense in an attempt to protect and restore Nutt Pond.
- b) The proposed project would include drainage improvements that protect the State's infrastructure (the rail trail), and reduce the maintenance and repair necessitated by storm damage.
- c) The subject piece of land is landlocked, wet, and burdened by easements and rights-of-way which prevent other development or beneficial use, until railroad use is restored.
- d) It is in the interest of the residents of the state of New Hampshire to protect and restore ecological and recreational uses of public water bodies of the state.
- e) It is in the interest of DES that Nutt Pond is restored to meeting its designated uses so that it may be removed from the State's list of impaired waters.

Thank you for your consideration of this request.

Respectfully submitted,



Thomas S. Burack, Commissioner

LEASE

THIS LEASE, made and entered into this 18 day of August, 20 15, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and City of Manchester, 1 City Hall Plaza, Manchester, NH 03101-2097, hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT the premises located in the City of Manchester on the State-owned Manchester & Lawrence Branch railroad corridor and nearly opposite Engineering Station 2705+00 to 2706+70+/-, as shown on the attached Railroad Valuation Map V10/22 (EXHIBIT A).

2. TERM

2.01 The term of this lease shall begin on the 1st day of July, 2015, or upon approval by the Governor and Executive Council, whichever is later, and shall end five years after the effective date, unless terminated sooner in accordance with Condition 17.01 or 17.02.

2.02 The TENANT shall notify the LANDLORD within ninety (90) days of the ending date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of -0- dollars as approved by the Long Range Capital Planning and Utilization Committee on November 18, 2014 to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the

Initial 19. 8/18/15

deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.

3.02 All real or personal property taxes assessed by the City of Manchester as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."

3.03 No Rent will be assessed.

4. QUIET ENJOYMENT

4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

5.01 The premises shall be used and occupied by the TENANT exclusively as to construct and maintain drainage facilities including a detention pond, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

5.02 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

6. MAINTENANCE OF PREMISES

6.01 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.

6.02 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear excepted. The TENANT agrees to be responsible for

Initial J.G. 8/18/15

all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

- 6.03 The Tenant agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said facility on NHDOT Railroad Property. Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the Tenant and the State. The Tenant is solely responsible for the presence of its equipment along the State-owned railroad corridor.

7. DAMAGE TO PREMISES

- 7.01 If the premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

8. ALTERATIONS AND IMPROVEMENTS

- 8.01 The TENANT shall make no alterations to the premises or construct any building or make other improvements on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the premises by the TENANT, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised premises at the expiration or sooner termination of this LEASE.

9. ENTRY AND INSPECTION

- 9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

Initial *J.G.* 8/18/15

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE, or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises.

12. DANGEROUS MATERIALS

12.01 The TENANT shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous.

13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT and its employees, contractors and agents agree to defend, indemnify and hold harmless the LANDLORD, its successors, assigns, officers, agents, employees, against any and all loss, cost, damage and expense, including damage to LANDLORD's property or to the property of others, injury or death to LANDLORD's employees or to others, due directly or indirectly in any way to the use, maintenance, installation, removal or existence of this facility. The TENANT further agrees that it shall obtain and keep in force during the term of this Agreement and to pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire as additional named insured; provided, however, that TENANT shall be entitled to self-insure for all or a portion of such coverage in accordance with TENANT's customary and usual practice as a municipality, and agrees to provide the LANDLORD with its standard letter from TENANT's Insurance Analyst regarding TENANT's responsibility for claims with value up to the amount of TENANT's self-insured retention.

13.01.1 Tenant agrees to maintain its self-insured general liability coverage in the amount of \$275,000 each occurrence/\$925,000.00 in the aggregate and hereby designates the State of New Hampshire as additional named insured under the same.

13.01.2 Tenant agrees to maintain its self-insured Comprehensive Automobile Liability coverage in the amount of \$500,000.00 combined single limit and hereby designates the State of New Hampshire as additional named insured under the same.

13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

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8/8/1509.

13.03 Procurement and delivery of a letter indicating such insurance acceptable to the LANDLORD is a condition precedent to the effectiveness of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity.

13.04 No provision of this Agreement is intended to waive any aspect of the LANDLORD's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the facility.

14. HOLDOVER BY TENANT

14.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for a TENANT to remain in possession of the premises.

15. DEFAULT

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

Initial *J.G.* 8/18/15

17. TERMINATION FOR CONVENIENCE

- 17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.
- 17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

18. SURRENDER OF THE PREMISES

- 18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.
- 18.02 In the event of the restoration of rail service on the railroad corridor the Commissioner of Transportation determines, in his or her sole and exclusive discretion, that safe railroad operation will not permit the presence of the facility, the State may order that the facility be removed or modified to permit adequate separation of the facility from railroad operations. The Tenant under this Agreement will be responsible for all costs of engineering, design, construction and maintenance of the facility with necessary protections, or its removal or separation if ordered by the State.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

Initial J.G. 8/18/15

20. DISCRIMINATION PROHIBITED

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises, and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

21. MISCELLANEOUS

21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

~~21.03~~ ~~Extent of Instrument, Choice of Laws, Amendment, etc.~~

Extent of Instrument, Choice of Laws, Amendment, etc. This LEASE, 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, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the LANDLORD and the TENANT.

21.04 No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

21.05 Unenforceable Terms. If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.

21.06 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

Initials J.G. 8/18/15

21.07 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

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

TENANT:

By: Theodore Gatsas
Print Name and Title

Date: 8/18/15

STATE OF New Hampshire
COUNTY OF Hillsborough

On, 8/18/2015, before the undersigned officer personally appeared Ted Gatsas known to me (or satisfactorily proven) to be the Mayor of the municipality identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

8/18/2015
Date

Victoria L. Ferraro
Notary Public

VICTORIA L. FERRARO, Notary Public
My Commission Expires June 24, 2020

LANDLORD: STATE OF NEW HAMPSHIRE
Department of Transportation

By: [Signature]
Commissioner

Approved by Attorney General this 18 day of November, 2015, as to form and execution.

By: [Signature]
Assistant Attorney General

Approved by Governor and Council on _____, 20____, Item # _____.

ATTEST: _____
Secretary of State

Approved by Long Range Capital Planning and Utilization Committee on November 18, 2014.

Initial J.G. - 8/18/15

LEASED AREA

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
LEASED TO CITY OF MANCHESTER
V10/22
6,800 +/- SQ. FT.

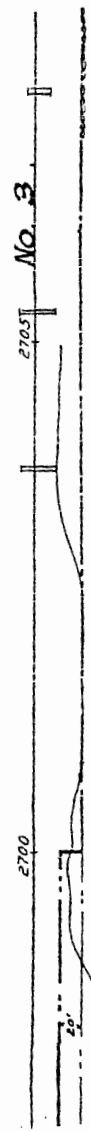
Valuation Station 2705+00 +/-

Location of Lease Area
Proposed Drainage Improvements

CLV #2532 2707+43
12" Wt Pipe (Old #2210)

CLV #2527 2705-29
24" C1 Pipe

CLV #2524 2703-21
16" C1 Pipe (Old #221-C)



MANCHESTER, N.H.

N



MANCHESTER
8/18/15

Initial J.G. 8/18/15

CITY OF MANCHESTER
ONE CITY HALL PLAZA
MANCHESTER, NH 03101

CERTIFICATE OF VOTE

I, Matthew Normand hereby certify that I am the duly elected Clerk of the Manchester, NH.

I hereby certify that Theodore L. Gatsos is the Mayor of the City of Manchester and is empowered to execute a Lease Agreement with the State of New Hampshire will shall allow the City of Manchester to lease a portion of the State-owned Manchester & Lawrence Railroad Corridor in Manchester, NH.

I certify that the above has not been amended or repealed and remains in force and effect as of August 27, 20 15.

8/27/15
Date

Attested:

Matthew Normand
Clerk

(Print Name)

CITY SEAL

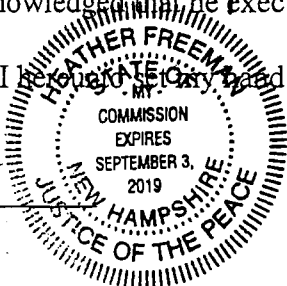
STATE OF New Hampshire
COUNTY OF Hillsborough

On, 8/27/15, before the undersigned officer personally appeared Matthew Normand known to me (or satisfactorily proven) to be the City Clerk of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

Date

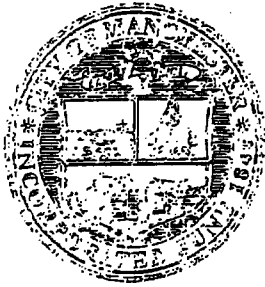
8/27/15



[Signature]
Notary Public

Initial

J.G. 8/18/15



City of Manchester
Office of Risk Management

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6503 Fax (603) 624-6528
TTY: 1-800-735-2964

CERTIFICATE OF COVERAGE

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
7 Hazen Drive
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the State Owned Manchester and Lawrence Corridor, Manchester Lease of Land, Nutts Pond Drainage Detention Area. Five Years for Execution of the Lease Agreement.

Issued the 8th day of September, 2015.

Safety Manager