



State of New Hampshire

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

9 Jbm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

December 27, 2013

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

Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services, pursuant to RSA 4:40, to **retroactively** enter into the attached fifteen (15) year Lease of State Owned Space agreement with Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia, New Hampshire ("Lessee") in an amount not to exceed \$25,940.04 for the use and occupation of approximately 5,000 square feet of space in the State-owned Dwinell Building located within the Lakes Region Facility campus along New Hampshire Route 106 in Laconia (the "Premises") over the course of the lease term. This lease agreement shall become effective upon Governor and Council approval for the period of December 16, 2013 through December 15, 2028. **100% Rent Revenue (General Funds).**

Rent payments will be allocated to an Unrestricted Account 01-14-14-140010-00000010-UUU-402067, Department of Administrative Services, Miscellaneous Income.

	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>	<u>FY2018</u>
Unrestricted Revenue	\$1,500.00	\$1,530.00	\$1,560.60	\$1,591.81	\$1,623.65
	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>
Unrestricted Revenue	\$1,656.12	\$1,689.24	\$1,723.02	\$1,757.48	\$1,792.63
	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>	<u>FY2027</u>	<u>FY2028</u>
Unrestricted Revenue	\$1,828.48	\$1,865.05	\$1,902.35	\$1,940.40	\$1,979.21

EXPLANATION

The request is retroactive because it took some time to determine the amount of water and sewer usage to appropriately allocate the cost to the Laconia Mutual Fire Aid Association. The Lessee presently occupies the Premises under a certain Lease Agreement dated December 11, 1998 (the "Old Lease"), the term of which expired on December 16, 2013. The Old Lease was authorized by the Governor and Executive Council on December 16, 1998 as Late Agenda Item G. The proposed new lease agreement (the "New Lease") would enable the Lessee to continue to occupy its existing offices for an additional fifteen (15) years.

The Lessee is a district fire mutual aid system and a public municipal corporation formed pursuant to RSA 154:30-a and 30-b. The Lessee uses the Premises to provide fire and emergency medical service communications services to its member municipalities and fire departments in thirty-five (35) central New Hampshire communities. The New Lease has been submitted to the Council on Resources and Development (CORD) for review at its next meeting on January 9, 2014 and to the Long Range Capital Planning and Utilization Committee for review at its next meeting on January 14, 2014.

Under the terms of the New Lease: (1) the annual rent will increase from one dollar (\$1) under the Old Lease to one thousand five hundred dollars (\$1,500) for the first year, such annual rent to increase by approximately two percent (2%) each subsequent year throughout the fifteen (15) year term according to the schedule set forth in the New Lease and to be payable in full in one annual payment; (2) the Lessee shall be responsible for all regular and ordinary maintenance, repairs, janitorial services, rubbish and snow removal, and utilities with respect to the Premises, except that the Lessor shall provide sewer and water services, the estimated cost of which is intended to be approximated and reimbursed by the annual rent; and (3) either party may terminate the New Lease upon providing the other party eighteen (18) months prior written notice. The New Lease shall become effective upon authorization by the Governor and Executive Council and shall terminate on December 15, 2028.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

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

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

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

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

1. DEMISE: the Lessor hereby grants to the Lessee the right to use and occupy approximately 5,000 square feet of single, ground floor level space located in the "Dwinell Building" at One Rightway Path, Laconia New Hampshire. The demised area to which the Lessee shall have the right to use (the Premises) shall be subject to the terms and conditions of this agreement, and shall be as further described in the building layout and site plans attached and made a part of this agreement as "Attachment A-Demise of Premises" and "Attachment B-site/locus plan"
 - a. PARKING: The Lessee's right to parking at the Dwinell Building shall be as follows:
 - i. Five (5) parking spaces designated for use of "Lakes Region Staff" shall be provided in close proximity to the building.
 - ii. Ten (10) "visitor" parking spaces shall be shared in common with other occupants of the building.
 - iii. The Lessee shall further have the right to use in common with others entitled thereto the remaining (undesigned) onsite parking spaces located in the lot serving the building.

2. TERM: This agreement shall be for a period of fifteen (15) years unless sooner terminated in accordance with the provisions herein.
 - a. EFFECTIVE DATE: Subject to the provisions of paragraph 24 herein, this agreement and all obligations of the parties hereunder shall commence December 16, 2013 or upon the date it is approved by the State of New Hampshire Governor and Executive Council, whichever is later.
 - b. TERMINATION DATE: December 15, 2028; the Parties shall negotiate any proposed subsequent renewal by mutual agreement.
 - c. OPTION FOR EARLY TERMINATION: Notwithstanding the foregoing, either party may terminate this Agreement in advance upon providing the other party eighteen (18) months prior written notice.

3. RENT: The Lessee shall pay the Lessor annual rent reimbursing the Lessor for the estimated cost of water and sewer services to the demised premises, the rent shall be one thousand five hundred (\$1,500) the first year of the term, escalating approximately 2% upon each term anniversary date. The resulting rent due per year has been calculated to the nearest penny, payable as shown in the "Rental Schedule" below. The Lessee shall make rental payments to the Lessor in one lump-sum annual payment which shall be due not later than thirty (30) days after the Effective Date of this Agreement, and thereafter not later than thirty (30) days after each anniversary date shown in the Rental Schedule.

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

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

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

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

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13. EVENTS OF DEFAULT; REMEDIES:

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

14. LIABILITY and INDEMNIFICATION:

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

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15. **INSURANCE:** During the term and any extension thereof, the Lessee shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Lessor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Lessee shall deposit with the Lessor certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Lessee shall furnish the Lessor with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- a. **WORKERS COMPENSATION INSURANCE:** To the extent the Lessee is subject to the requirements of NH RSA chapter 281-A, Lessee shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Lessee shall furnish the Lessor proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Lessor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Lessee, or any subcontractor of the Lessee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
16. **EQUAL OPPORTUNITY:** The Lessee shall not discriminate against any person or persons or exclude any persons from participation in the Lessee's operations, program or activities conducted in the Premises or at the Dwinell Building to which the Premises are a part, because of race, color, age, sex, handicap, national origin or religion. The Lessee by acceptance of this Agreement, hereby gives assurance that the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 200d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Licensor of Defense Directive 5500.11, May 271, 1971, as amended 32 CFR pt 300) will be complied with.
17. **LESSEE'S RELATION TO THE LESSOR:** It is understood and agreed by the parties that in the performance of this Agreement, the Lessee, although a municipal corporation, is in all respects an independent entity for purposed of this agreement and is neither an agency nor an employee of the State of New Hampshire, and neither the Lessee nor any of its employees are entitled to any benefits, workers' compensation or emoluments provided by the State to its employees.
18. **WAIVER:** No failure by the Lessor to enforce any provisions hereof after any event of default on the part of the Lessee shall be deemed a waiver of its rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of its rights to enforce each and all of the provisions herein upon any further or other default on the part of the Lessee.

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

Initials: DRB
Date: 11/4/13

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

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

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

LESSEE: The Lakes Region Mutual Fire Aid Association

Authorized by: James R. Hayes
Signature

Print: James R Hayes, Chief Coordinator
Name & Title

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

OF: New Hampshire COUNTY OF: Belknap

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

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

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

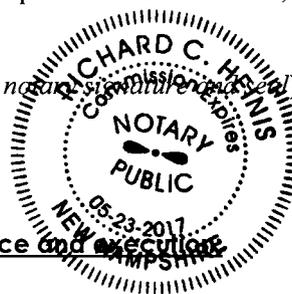
who acknowledged him/herself to be (print officer's title, and the name of the corporation) Chief Coordinator

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

they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary's commission expires)

Richard C. Heinis



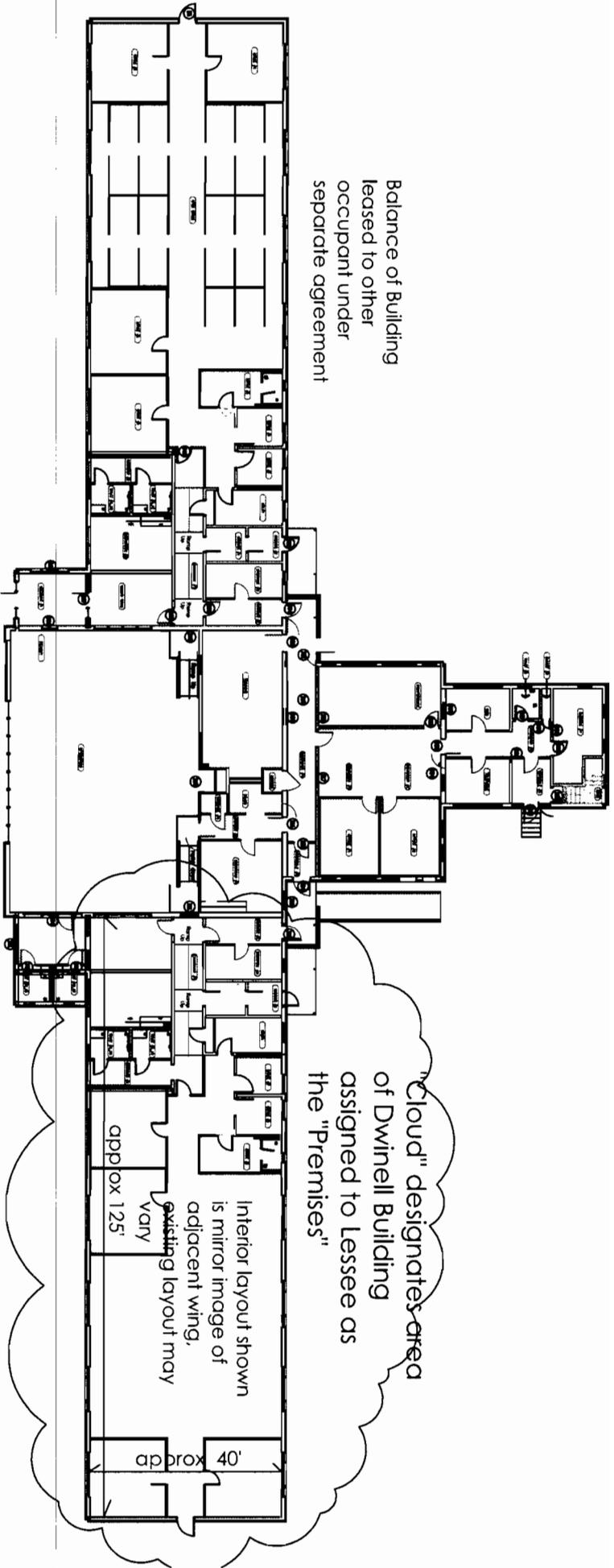
Approval by New Hampshire Attorney General as to form, substance and execution

By: Rosmarie, Assistant Attorney General, on 12-31-13

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

Initials: RAA
Date: 11/4/13



Balance of Building leased to other occupant under separate agreement

ATTACHMENT A
DEMISE of PREMISES for:
Lakes Region Mutual Aid

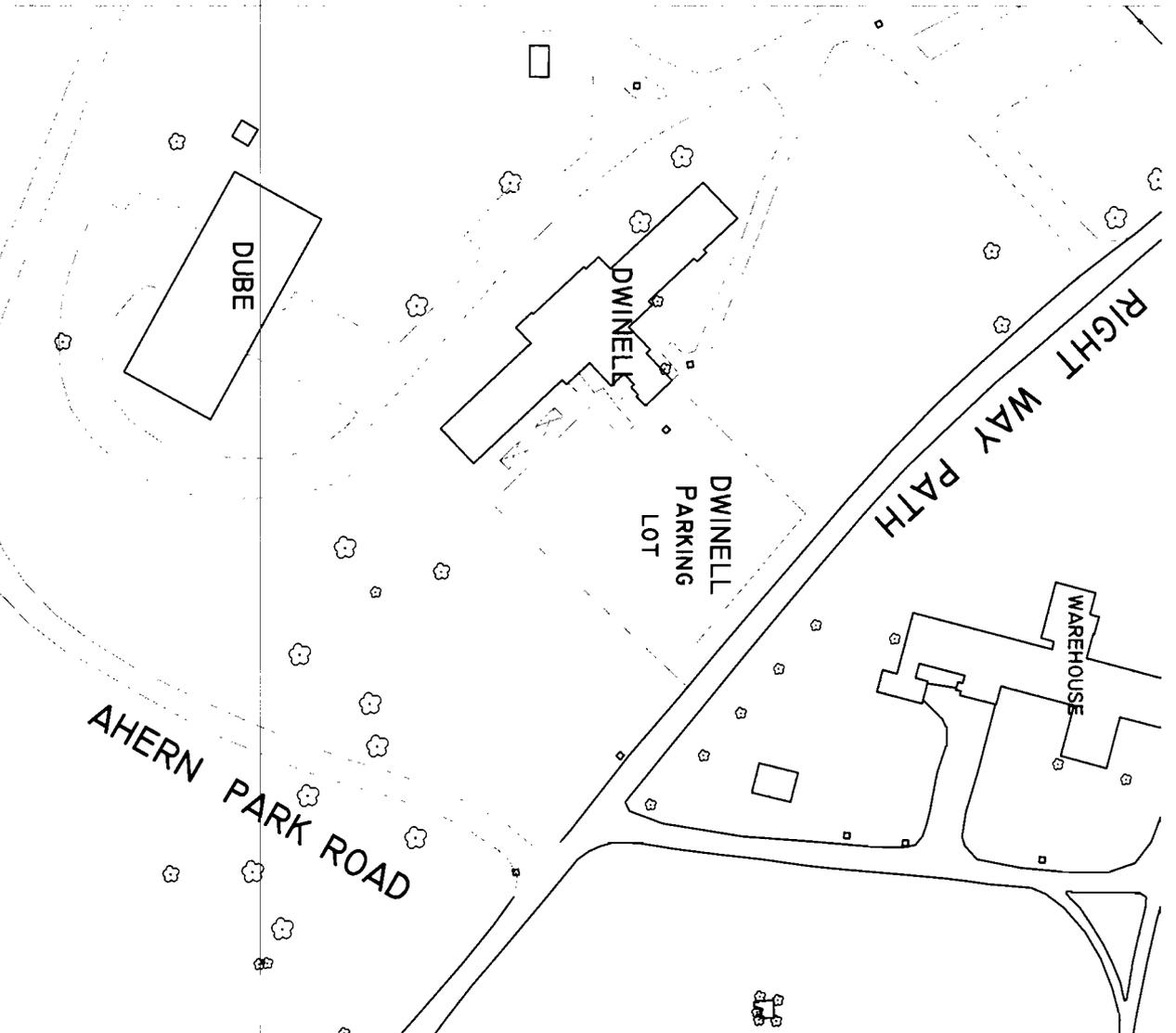
"Cloud" designates area of Dwinell Building assigned to Lessee as the "Premises"

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

approx 125'

approx 40'

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



ATTACHMENT B:

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION MUTUAL FIRE AID ASSOCIATION filed Articles of Agreement pursuant to RSA 154:30-b with this office on August 2, 1976.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of December, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



LAKES REGION MUTUAL FIRE AID

62 Communications Drive • Laconia, New Hampshire 03246
603.528.9111 • Fax 603.528.5989 • www.lrmfa.org

James R. Hayes
Chief Coordinator

John Beland
Deputy Coordinator

CERTIFICATE

I, David A. Pauquette, Secretary of the Lakes Region Mutual Fire Aid Association do hereby certify that: (1) I am the duly elected Secretary of the Lakes Region Mutual Fire Aid Association a New Hampshire municipal corporation ("The Corporation"); (2) I maintain and have custody of and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 30th day of October, 2013, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation.

RESOLVED: That this Municipal Corporation enter into a contract with the State of New Hampshire, acting by and through the Executive Committee, providing for the lease of space in the Dwinell Building on the Lakes Region Facility campus, and that the Executive Committee be and hereby is authorized and directed for and on behalf of this Corporation to enter into said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Municipal Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as it may deem necessary, desirable or appropriate to accomplish the same:

RESOLVED: That the signatures of either and or both the Chairman of the Executive Committee and the Chief Coordinator of this Municipal Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Municipal Corporation thereby;

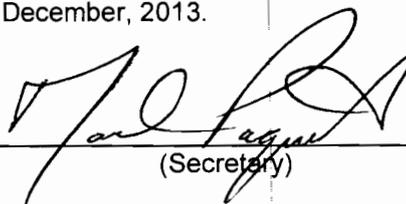
(5) the foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

(6) the following persons have been duly elected to and now occupy the offices indicated below:

Rene J. Lefebvre Chairman, Executive Committee

James R. Hayes Chief Coordinator

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 18th day of December, 2013.



(Secretary)



James R. Hayes
Chief

Lakes Region Mutual Fire Aid

89 Commercial Street, Lebanon, New Hampshire 03346
603.822.1777 Fax: 603.822.9988 www.lrfcrae.org

Lakes Region Mutual Fire Aid

Delegation of Signature Authority

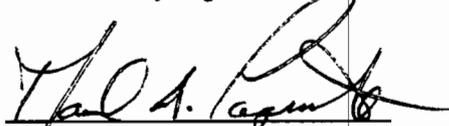
This contractual agreement, Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid as authorized by vote of the Board of Directors on 25 May 2010, applies to any and all contractual agreements entered in the by Lakes Region Mutual Fire Aid. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal Applications, Licenses, Registrations, Affidavits, Pleadings and Responses.

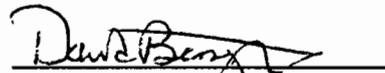
Authorized Signatures:

James R. Hayes, Chief Coordinator

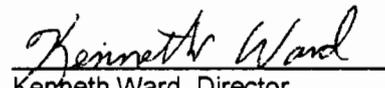
Rene Lefebvre, Chairman of the Board

This authority is granted 7 June 2011 and shall remain in effect until revoked or revised.


David A. Paquette, Secretary


David Bengtson, Director


John Fisher, Director


Kenneth Ward, Director

State of New Hampshire; County of Belknap

The foregoing instrument was acknowledged before me this seventh day of June, 2011.


Richard C. Heinis, Notary Public

RICHARD C. HEINIS - Notary Public
My Commission Expires July 18, 2012

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

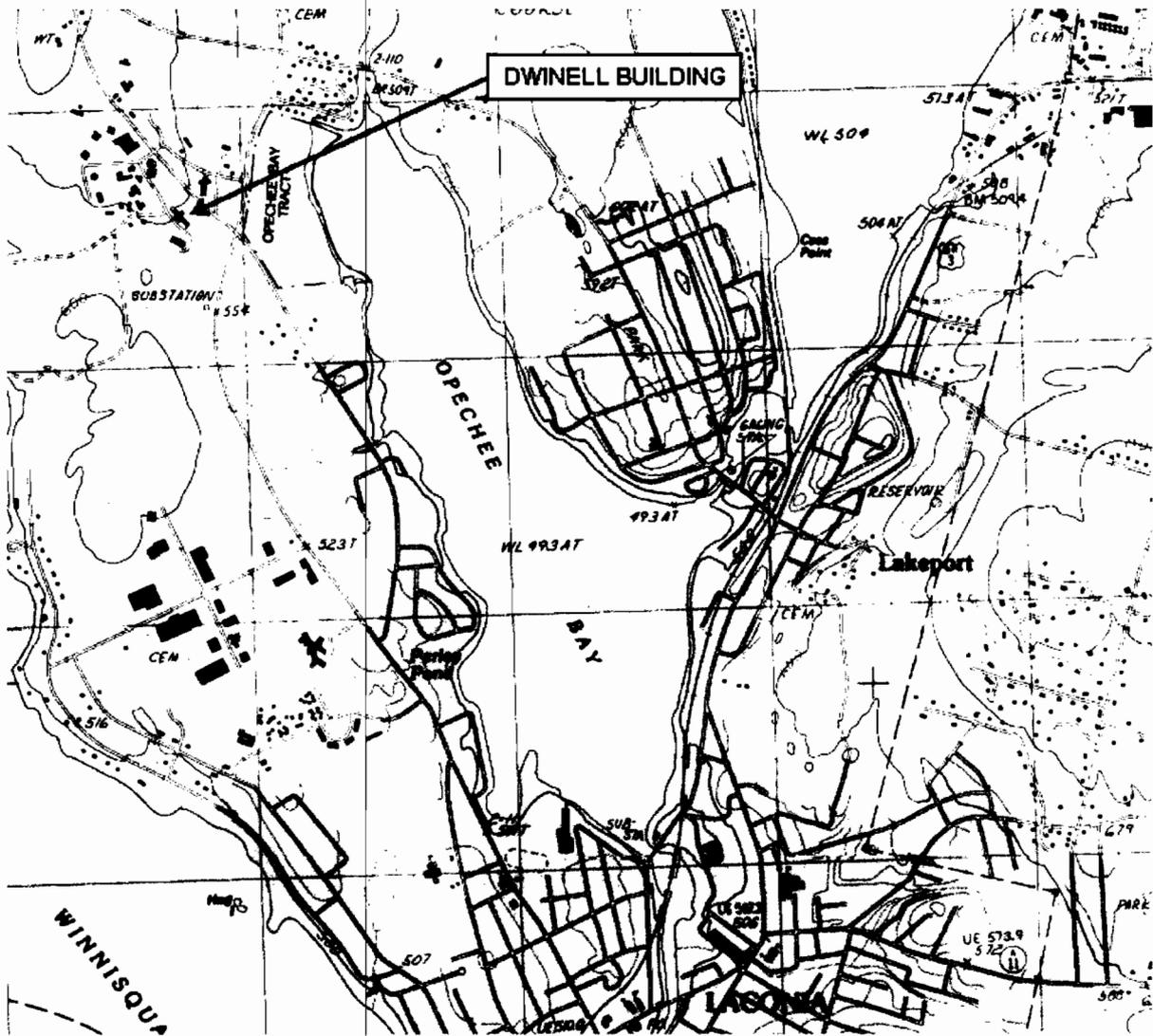
THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Lakes Region Mutual Fire Aid Member Number: 179-070190 - 14		Company Affording Coverage (the "Company"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008		
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)	
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000
			General Aggregate	\$
			Personal & Adv Injury	\$
			Med Exp (any one person)	\$
			Products -Comp/Op Agg	\$
Fire Damage (each fire)	\$			
<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	Each Occurrence	\$ 5,000,000
			Bodily Injury (per person)	\$
			Bodily Injury (per accident)	\$
			Property Damage (per accident)	\$
<input type="checkbox"/> Excess Liability			Each Occurrence	\$ N/A
			Aggregate	\$ N/A
<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$Per scheduled limits and Member Agreement	
<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2013	6/30/2014	Coverage A:	Statutory
			Cov. B: Each Accident	\$ 2,000,000
			Disease - Each Employee	\$ 2,000,000
			Disease - Policy Limit	\$ 2,000,000
Description: Proof of Coverage for Lease Renewal.				

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

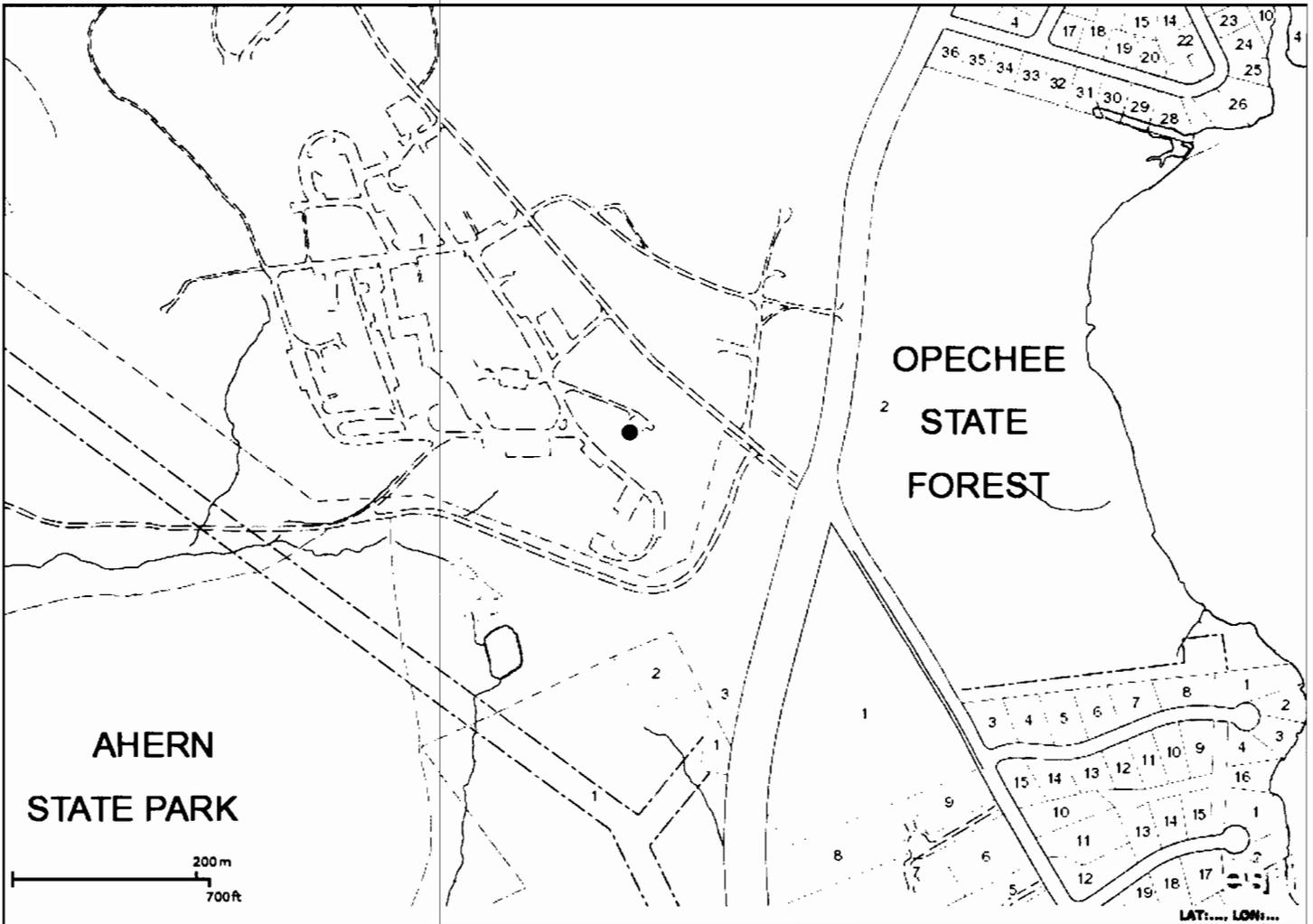
<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*	
*Terms in quotes are defined in the Member Agreement.	

Certificate Holder: NH Dept. of Administrative Services Jared Nylund 25 Capitol Street Room 113A Concord NH 03301	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>12/23/2013</u>	Please direct inquiries to: Debra A. Lewis 603.230.3332
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Dwinell Building
62 Communications Drive, Laconia, NH
New Hampshire Lakes Region Facility

Laconia USGS Quad



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

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



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

Aerial View