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

CHARLES M. ARLINGHAUS
Commissioner
(603)-271-3201

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

August 2, 2017

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

Retroactive

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a five (5) year Water Tower License Agreement with the City of Laconia (the "City"), **retroactive** to June 21, 2017, to allow the City to enter the main Lakes Region Facility parcel for the following purposes: to use and operate one (1) of the two (2) existing water towers and the existing water supply and sewer lines to and from the adjacent Robbie Mills Park and all related infrastructure; and to install and operate any additional valves, connections, or other supporting infrastructure as may be necessary. The City is not charged for the License but is responsible for the maintenance and repair of all infrastructure to be used and for the cost of all electricity consumed.

EXPLANATION

Robbie Mills Park is a State-owned outdoor athletic facility featuring a lighted professional baseball field and related facilities, a lighted grass athletic field, and paved parking. The Robbie Mills Park property is subject to a 99-year lease to the City that expires in 2099. Robbie Mills Park is located along the north side of Eastman Road at its intersection with Meredith Center Road in Laconia, directly across Eastman Road from the main Lakes Region Facility parcel (the Lakes Region Facility is formerly known as the "Laconia State School" and the "Lakes Region Correctional Facility"), and is home to the Winnepesaukee Muskrats of the New England Collegiate Baseball League.

The purpose of the proposed Agreement is to provide the City with the quickest and lowest cost means available of resuming and continuing water service to Robbie Mills Park following the failure and subsequent shutdown earlier this spring of the Lakes Region Facility water supply network, upon which the City had previously relied for water service to Robbie Mills Park. Two new water wells will be drilled on the Robbie Mills Park parcel and connected to existing water lines running to and from the existing water tower on the main Lakes Region Facility parcel (the "LRF Parcel"). The City needs the use of the water tower to store enough water from the new water wells to assure the regular availability of a sustainable flow rate and water pressure sufficient for irrigating the Robbie Mills Park athletic fields. The proposed Water Tower License Agreement would commence retroactively as of June 21, 2017 and terminate five (5) years later on June 20, 2022.

Under the terms of the proposed Water Tower License Agreement the City is not charged for the use of the affected portions of the LRF Parcel or the existing State-owned water and sewer infrastructure, except that the City is responsible for paying or reimbursing the State for all electricity

His Excellency, Governor Christopher T. Sununu
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August 2, 2017
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used to power all pumps and other apparatus needed to operate the water tower and to provide water and sewer service to Robbie Mills Park. Instead, the City is fully responsible for operating, maintaining, and repairing in good working condition the water tower and all other water and sewer infrastructure to be utilized in providing water and sewer service to Robbie Mills Park at its sole expense. The proposed Agreement terminates automatically upon any change in ownership of the underlying land or at the discretion of either party upon ninety (90) days prior written notice. Upon any termination of the proposed Agreement, all water and sewer infrastructure and equipment situated on or beneath the LRF Parcel, whether previously existing or constructed or installed by the City, to the extent not already State-owned, shall become property of the State.

Based on the foregoing, I respectfully recommend authorization of the proposed Water Tower License Agreement with the City of Laconia.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch Arlinghaus", written in a cursive style.

Charles M. Arlinghaus
Commissioner

WATER TOWER LICENSE AGREEMENT
Lakes Region Facility, Laconia

This LICENSE AGREEMENT (this "Agreement") is hereby made effective as of the 21st day of June 2017 (the "Effective Date") by and between the STATE OF NEW HAMPSHIRE, acting through its Department of Administrative Services, having an address of 25 Capitol Street, Concord, New Hampshire 03301 ("Licensor" or the "State"), and the CITY OF LACONIA, having an address of 45 Beacon Street East, Laconia, New Hampshire 03246 ("Licensee" or the "City").

A. The State owns a parcel of land located in Laconia, New Hampshire (the "LRF Parcel") known as the main parcel of the Lakes Region Facility (formerly known as the "Laconia State School" and the "Laconia Correctional Facility") (Tax Map 318, Block 155, Lot 1), which is bounded on three sides by New Hampshire Route 106, Meredith Center Road, and Eastman Road, respectively, and which includes at its point of highest elevation two (2) concrete and steel water towers that have been used in the past by the State to store and provide water with suitable pressure to the entire Lakes Region Facility campus.

B. The City leases from the State a parcel of land in Laconia (the "Robbie Mills Parcel") located directly across Eastman Road to the north from the main Lakes Region Facility parcel at the intersection of Eastman Road and Meredith Center Road known as Robbie Mills Park (Tax Map 292, Block 285, Lot 2) pursuant to a certain Lease agreement by and between the State and the City dated April 10, 2000 and recorded in the Belknap County Registry of Deeds at Book 1584, Page 520.

C. Water and sewer service have in the past been made available to the Robbie Mills Parcel by allowing the City to install subsurface lines, pumps, and other infrastructure on the LRF Parcel to connect the Robbie Mills Parcel to the existing water and sewer system network on the LRF Parcel pursuant to the terms of a proposed Water and Sewer Agreement by and between the State and the City having an unknown effective date. However, recent water line failures in the LRF Parcel water system network have rendered most of the system inoperable, thereby necessitating a new water source for the Robbie Mills Parcel.

D. The City proposes to drill and operate at its sole expense two (2) new water wells on the Robbie Mills Parcel for the primary purpose of serving as the new water source for the Robbie Mills Parcel.

E. The City has in the past benefitted from the water storage capacity of one of the water towers on the LRF Parcel, regularly drawing down the water level in the tank when irrigating the baseball and other athletic fields located on the Robbie Mills Parcel. The City now proposes to use the same water tower to store water from the proposed water wells, thereby assuring the regular availability of a water flow rate and pressure sufficient for irrigating the Robbie Mills Parcel athletic fields. The State acknowledges that the City intends to use water supplied to the Robbie Mills Parcel for field irrigation and restroom use only, and not for cooking or to be made available for drinking or other human consumption.

F. The City is willing to assume at its sole expense full responsibility for the maintenance and repair of the water tower and for the operation and use of the water tower for the purpose of providing water to the Robbie Mills Parcel.

In consideration of the promises and covenants set forth herein, the parties hereby agree as follows:

1. The Licensor and Licensee agree that the proposed Water and Sewer Agreement, effective date unknown, a conforming copy of which is attached hereto as Exhibit A, pursuant to the terms of which the Licensee previously installed, operated, and maintained water and sewer lines and related infrastructure on the LRF Parcel to connect the Robbie Mills Parcel to the previously existing water and sewer system networks on the LRF Parcel, is hereby terminated, void, and superseded by the terms and provisions of this Agreement. The parties to this Agreement further agree that all connections, lines, pump houses, and related infrastructure that were constructed or installed on the LRF Parcel by the City pursuant to said terminated Water and Sewer Agreement, being affixed to State land, are part of the LRF Parcel and property of the Licensor. Neither Licensor nor Licensee shall have any further right or obligation under the terms of said terminated Water and Sewer Agreement, except that the City shall pay to the State in accordance with the provisions of Section 12 of said terminated Agreement any outstanding amounts owed for water provided to the Robbie Mills Parcel from the LRF Parcel water system prior to its recent failure.

2. The Licensor hereby grants to the Licensee the right to enter the LRF Parcel for a term of five (5) years commencing upon the Effective Date (the "Term"), upon reasonable prior notice to the Licensor (except in an emergency), for the purposes of:

a. Repairing, maintaining, and operating the easterly water tower (i.e. the tower located closer to the nearby piping distribution building).

b. Constructing, installing, maintaining, repairing, and operating connections between the proposed water wells and the existing water supply lines connecting the water tower to the Robbie Mills Parcel, and all related infrastructure.

c. Maintaining, repairing, and operating the existing water and sewer lines to and from the Robbie Mills Parcel, the existing connections to the sewer system network on the LRF Parcel, and all related infrastructure.

3. Licensee shall drill, construct, and/or install, as the case may be, at its own expense, up to two (2) proposed water wells on the Robbie Mills Parcel, all connections and lines between the proposed water wells and the existing lines to and from the water tower on the LRF Parcel, and any other connections, lines, or infrastructure as may be necessary to provide water from the proposed wells to the Robbie Mills Parcel. To the extent that usage of any electricity needed by the Licensee to power pumps or other apparatus located on the LRF Parcel needed to fill or operate the water tower or to provide water and sewer service to the Robbie Mills Parcel is already metered for State use on the LRF Parcel, Licensee shall reimburse Licensor annually for the cost of such electricity used by Licensee.

4. Licensee shall be responsible for obtaining at its own expense all permits and approvals necessary for the drilling, construction, and operation of the proposed wells and for the installation and maintenance of the new connections, lines, and related infrastructure. Licensee shall further be responsible for obtaining at its own expense all permits and approvals necessary to operate and maintain the water tower.

5. Licensee shall be responsible for maintaining and repairing in good working condition, at its own expense, the proposed water wells, the water tower, and all connections, lines, pump houses, and related infrastructure utilized to provide water and sewer service to the Robbie Mills Parcel. The

Licensee's responsibility for maintaining and repairing sewer lines, connections, and infrastructure shall not include any portion of the LRF sewer system network that existed before sewer service was first provided to the Robbie Mills Parcel.

6. The Licensee shall immediately repair any damage to the LRF Parcel or any buildings, structures, fixtures, or infrastructure situated thereon that may result from the exercise of its rights or the fulfillment of its obligations hereunder.

7. Licensee shall be responsible for isolating on a non-permanent basis water tower outflow to the Robbie Mills Parcel only. Licensee, at its own expense, shall be responsible for obtaining all water tower inspections as may be needed, including any water treatments and/or testing as may be necessary.

8. Licensor reserves the right to use the water tower at any time by diverting outflow away from the Robbie Mills Parcel and/or to LRF Parcel buildings, fire hydrants, etc., or otherwise. Except in an emergency, Licensor shall employ reasonable efforts to avoid using the water tower without reasonable prior notice to the Licensee.

9. Licensor reserves the right, in its sole discretion, to cause Licensee to reduce or cease pumping water from the proposed wells contemplated by this Agreement at any time and for any length of time, including indefinitely.

10. All connections, lines, and other infrastructure constructed or installed on the LRF Parcel pursuant to this Agreement shall become property of the Licensor upon any termination of this Agreement.

11. The Licensee has inspected and is familiar with the condition of the relevant portions of the LRF Parcel. It is understood by Licensee that the water tower and existing water and sewer lines and related infrastructure are licensed in an "as is, where is" condition without any representations by the Licensor as to their fitness for the Licensee's intended use hereunder. The Licensor shall have no obligation to make any alterations, repairs, or improvements thereto.

12. Except as explicitly set forth in this Agreement, the Licensee shall not alter or improve the LRF Parcel or make any additions or accessions thereto without the prior written consent of the Licensor.

13. The Licensee shall at all times promptly observe and comply at its sole expense 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, and solid and hazardous waste.

14. The Licensee shall be solely responsible for any damage to property or injuries to persons or death which may arise from or be attributable or incident to the Licensee's exercise of the privileges granted herein, or the Licensee's efforts or failure to fulfill the obligations imposed hereby (including, without limitation, damage or injuries attributable to the condition or state of repair of the licensed infrastructure or arising from its use by the Licensee), for any damage to the property of the Licensee, and for any damage to the property or injuries to the person of the Licensee's invitees, officers, employees, agents, contractors, sublicensees, or others who may have entered the LRF Parcel at their invitation or at the invitation of any one of them. The Licensee waives any and all claims against the Licensor for any such loss, damage, personal injury, or death caused by or occurring by reason of or incident to the Licensee's entry upon or use of the LRF Parcel or the licensed infrastructure or as a consequence of the

Licensee's conduct of activities or failure to fulfill any responsibilities under this Agreement. The Licensee shall defend, indemnify, save, and hold harmless the Licensor, its officers, employees, and agents from and against any and all losses suffered by the Licensor, its officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the Licensor, its officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Licensee or its officer, employee, agent, sublicensee, or contractor in connection herewith. Nothing contained in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Licensor, which immunity is hereby expressly reserved to the Licensor. Notwithstanding anything to the contrary contained in this Section 14, under no circumstances shall the Licensee be responsible for the acts of the Licensor. The foregoing covenants shall survive the termination of this Agreement.

15. This Agreement shall not become effective unless and until such time as it has been specifically authorized by the Governor and Executive Council of the State of New Hampshire ("G&C"). In the event that this Agreement is executed and activities are commenced hereunder prior to G&C authorization, then upon G&C authorization this Agreement shall be retroactively effective as of the Effective Date. Any activities commenced by the Licensee hereunder in advance of G&C authorization are undertaken at the sole risk of the Licensee, and the Licensee shall be solely and fully responsible for any loss, injury, death, or damage resulting therefrom. In the event that G&C refuses to authorize this Agreement, all connections, lines, and other immovable infrastructure constructed or installed on or affixed to the LRF Parcel in anticipation of this Agreement shall immediately become property of the Licensor, and any construction or installation by the Licensee then under way on the LRF Parcel shall immediately cease.

16. Licensee shall continuously maintain in full force and effect comprehensive general liability insurance against all claims or bodily injury, death, or property damage in amounts of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate and Worker's Compensation coverage at statutorily mandated limits. The policies described in this section shall be on policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

17. Except as otherwise provided herein, the rights granted to Licensee under this Agreement shall be nontransferable, nonassignable, and nonexclusive. In the event that the Licensee purports to sublicense any rights granted hereunder, the Licensee affirms and agrees that it shall remain primarily and directly liable to the Licensor as provided herein. The rights granted to Licensee hereunder shall be fully revoked upon any termination of this Agreement, which shall occur automatically at the end of the Term, upon a sale or other disposition of the underlying LRF Parcel, or at the unilateral discretion of either party upon providing ninety (90) days prior written notice to the other party.

18. Any notice to be provided hereunder or in connection herewith shall be sent via first class mail or hand delivery to the designated contact person for each party at the corresponding address indicated below:

Licensor:

Ronald A. White, Administrator (or his designee or successor)
New Hampshire Department of Administrative Services
Bureau of General Services
25 Capitol Street, Room 408
Concord, NH 03301

Licensee:

Scott Myers, City Manager (or his successor)
City of Laconia
45 Beacon Street East
Laconia, NH 03246

19. The Licensee's use of the LRF Parcel hereunder shall be: (a) without cost, expense, or liability to the Licensor; and (b) subject to such rules, regulations, and policies as the Licensor may prescribe from time to time.

20. Upon the end of the Term or any other termination of this Agreement, the Licensee shall cease conducting all activities on the LRF Parcel permitted hereby. Water and sewer service provided to the Robbie Mills Parcel from the LRF Parcel shall be suspended, and all water and sewer connections between the two parcels shall be closed. The Licensee shall exit the LRF Parcel, and ownership and possession of all improvements and/or accessions to the LRF Parcel, including, without limitation, the water tower, lines, connections, and related infrastructure, shall be surrendered to the Licensor.

21. The parties understand that the sewage discharge from the Robbie Mills Parcel flows via gravity through the State's sewer line system, which is not metered. Therefore, the City's continued use of the State's sewer lines is not expected to increase the sewer usage fee imposed upon the State by the Winnepesaukee River Basin Project, and the City is not expected to be liable for payment to the State for usage of the State's sewer lines. However, in the unlikely event that the sewer outflow line from the LRF Campus into which the Robbie Mills Parcel sewage is discharged is ever metered in the future, the City will be liable for reimbursement of the State for the cost of the City's pro rata share of any resulting sewer usage fee imposed upon the State by the Winnepesaukee River Basin Project or otherwise.

22. This Agreement is to be construed according to the laws of the State of New Hampshire.

23. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the license granted hereunder.

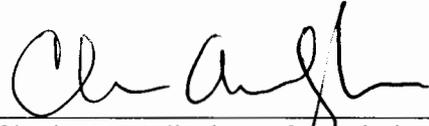
24. This Agreement may only be amended by an instrument in writing signed by the parties hereto, and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire.

25. The parties hereto do not intend to benefit any third parties hereby, and this Agreement shall not be construed to confer any such benefit.

[signatures appear on next page]

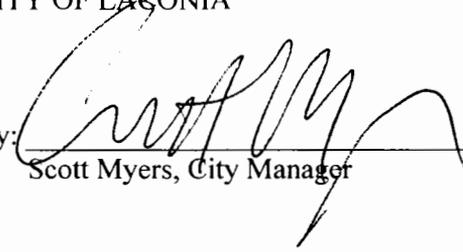
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

LICENSOR:
STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

Charles M. Arlinghaus, Commissioner

LICENSEE:
CITY OF LACONIA

By: 

Scott Myers, City Manager

EXHIBIT A

MITCHELL & BATES PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
TIMOTHY BATES
JUDITH E. WHITELAW
KEVIN P. CHISHOLM

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

April 17, 2003

John Sanfilippo, Warden
Lakes Region Correctional Facility
1 Right Way Path
Laconia, NH 03246

Re: Water and Sewer Agreement with City of Laconia

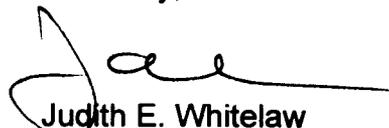
Dear Warden Sanfilippo:

This office represents the City of Laconia. Enclosed for your review is the draft of the Agreement between the City of Laconia and the Department of Corrections regarding the provision of water and sewer service to the Robbie Mills Park area through the Lakes Region Facility's water and sewer systems.

Prior to drafting this Agreement I spoke with Donald Veno and Ted Rydberg of the Lakes Region Facility, Robert Mann at the Department of Environmental Services, Randy Monti at the Franklin Wastewater Treatment Plant, Frank Tilton, Laconia's Public Works Director, and Phil Rowley, Director of Laconia's Department of Parks and Recreation. The provisions in the Agreement are intended to respond to issues raised by these individuals.

The city is ready and waiting to move forward with the required construction so the park can be ready as soon as possible, and would therefore like to finalize and execute the Agreement as soon as possible. Please let me know if any changes are required. Thank you for your assistance.

Sincerely,



Judith E. Whitelaw
jwlaw@metrocast.net

JW/dbm
Enc.

cc: Eileen Cabanel, City Manager w/enc.
Frank Tilton, Director, Public Works w/enc.
Phillip Rowley, Director, Parks and Recreation w/enc.
Phil Stanley, Commissioner, Department of Corrections w/enc.

AGREEMENT

NOW COMES the City of Laconia (City), a municipal corporation formed under the laws of the State of New Hampshire, with a mailing address of 45 Beacon Street East, Laconia, New Hampshire 02346, acting through its duly authorized City Manager Eileen Cabanel, and the State of New Hampshire Department of Corrections (State), with a mailing address of 105 Pleasant Street, Concord, New Hampshire 03301, acting through its duly authorized Commissioner of Corrections, Phil Stanley, and agree as follows:

1. The State is the owner of two properties located in Laconia at the intersections of Meredith Center Road and Eastman Road, both being west of Meredith Center Road with one abutting the north side of Eastman Road and one the south side of Eastman Road. The tract abutting the north side of Eastman Road is identified as a portion of Tract 1 ("Tract 1") in a Lease between the parties dated April 10, 2000 and recorded in the Belknap County Registry of Deeds at Book 1581, Page 0520, and is identified in the City's tax records as Map 292, Block 285, Lot 2. The tract abutting the south side of Eastman Road, with buildings, is known as the Lakes Region Facility of the Department of Corrections ("Lakes Region Facility") and is identified in the City's tax records as Map 318, Block 142, Lot 1. A portion of the Lakes Region Facility tract is identified as Tract 4 on the previously cited Lease between the parties.

2. The City leases Tract 1 and Tract 4 from the State pursuant to the Lease referenced in paragraph 1 for the purpose of constructing, maintaining and operating a recreational area to be known as the Robbie Mills Recreational Park (park).

3. The State obtains water service for the Lakes Region Facility from the City of Laconia Water Commission ("Water Commission"). The State owns, operates and maintains two water storage towers on the Lakes Region Facility property, water lines from the Water Commission's water main to the water storage towers and from the water storage towers to the buildings on the property. The State's water bill is based on water usage as determined by a meter on the State's water line.

4. The State obtains sewage service for the Lakes Region Facility from the Winnepesaukee River Basin Project. The State owns, operates and maintains two separate sewer line systems that connect the buildings located at Lakes Region Facility with the Winnepesaukee River Basin Project sewer system for the transfer of sewage to the Franklin Wastewater Treatment Plant. One system flows through a meter which measures the volume of the sewage flow; the State's sewer bill is based in part on the volume of sewage flow as evidenced by the meter. The other system does not flow through a meter and the State is not charged an amount based on the volume flowing through the unmetered system.

5. The City seeks to obtain water and sewage utility service for the park from the Water Commission and Winnepesaukee River Basin Project through the water and sewer lines owned by the State which service the Lakes Region Facility.

6. The City shall construct and install, at its sole expense, all connections to the State's lines, all necessary lines for service of the park, and a meter to measure the

City's water usage.

7. The City shall be responsible for obtaining all permits necessary for the installation and maintenance of the connections, lines and meter.

8. The City shall be responsible for maintaining and repairing the connections, lines and meter and shall hold the State harmless for any harm caused by the City's failure to maintain and repair the connections, lines and meter.

9. The State authorizes the City to enter the Lakes Region Facility property, upon reasonable notice to the State except for emergency situations, for the purpose of constructing, maintaining, repairing and operating the water and sewer connections and lines. This authority is irrevocable and shall continue for the duration of this Agreement.

10. The City agrees that the State shall have the right of access at any time, upon reasonable notice to the City, to the meter being installed by the City for the purpose of inspecting the accuracy of the meter.

11. This Agreement is based upon the parties' understanding that the Lakes Region Facility is currently classified by the New Hampshire Department of Environmental Services as a "community water system" and their further understanding that the terms of this Agreement will neither effect that classification nor result in the imposition on the State, by the Department of Environmental Services, of responsibilities in addition to those already imposed under its current classification.

12. The parties understand that the City's water usage will be included within the Water Commission's calculation of the State's water usage because the park's water supply will flow through the State's meter prior to flowing through the City's water meter. The City will reimburse the State for the City's water usage, based on the usage shown on the City's meter during the time period for which the State is billed by the Water Commission, and at the rate charged the State by the Water Commission. The City shall render payment within 30 days of receiving a copy of the Water Commission's invoice to the State for its water usage.

13. The parties understand that the sewage discharge from the park will flow via gravity through the State's sewer line system which is not metered. Therefore, the City's use of the State's sewer lines will not increase the sewer usage fee imposed upon the State by the Winnepesaukee River Basin Project. The City is not liable for payment to the State for usage of the State's sewer lines.

14. This Agreement shall remain in force during the term of the Lease referenced in paragraph 1 herein.

15. All amendments to this Agreement must be in writing and signed by both parties.

16. This Agreement shall be binding upon the State, its successors and assigns.

CITY OF LACONIA,

Dated: _____

By: _____
Eileen Cabanel, City Manager

STATE OF NEW HAMPSHIRE,
DEPARTMENT OF CORRECTIONS

Dated: _____

By: _____
Phil Stanley, Commissioner of Corrections

CERTIFICATE

I, Mary Reynolds, City Clerk of Laconia, New Hampshire do hereby certify that: (1) at the meeting held on June 26, 2017 the Laconia City Council approved authorization for the City of Laconia to enter into a water tower license agreement with the State of New Hampshire to construct, install, and operate water lines and related infrastructure and equipment and to operate and use an existing water tower and existing water and sewer system infrastructure, all on a portion of the state-owned Lakes Region Facility property located along Eastman Road and Meredith Center Road, Laconia, New Hampshire, and for the City Manager to execute said agreement on the City's behalf; (2) said authorization is retroactive to June 21, 2017 and has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (3) the following person has been appointed to and now occupies the City Manager's Office, City of Laconia, New Hampshire:

Scott Myers, City Manager
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I hereunto set my hand as the City Clerk of Laconia,
New Hampshire this 21 day of JULY, 2017.

Mary A. Reynolds
Mary Reynolds, City Clerk

State of New Hampshire
County of Belknap

On this 21st day of July, 2017, before me, the undersigned officer, personally appeared Mary Reynolds, who acknowledged herself to be the City Clerk of Laconia, New Hampshire, and that she, as such City Clerk, being authorized to do so, executed the foregoing instrument for this purpose therein contained.

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

Lori M. Gardiner
Notary Public/Justice of the Peace

LORI M. GARDINER
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 23, 2019



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

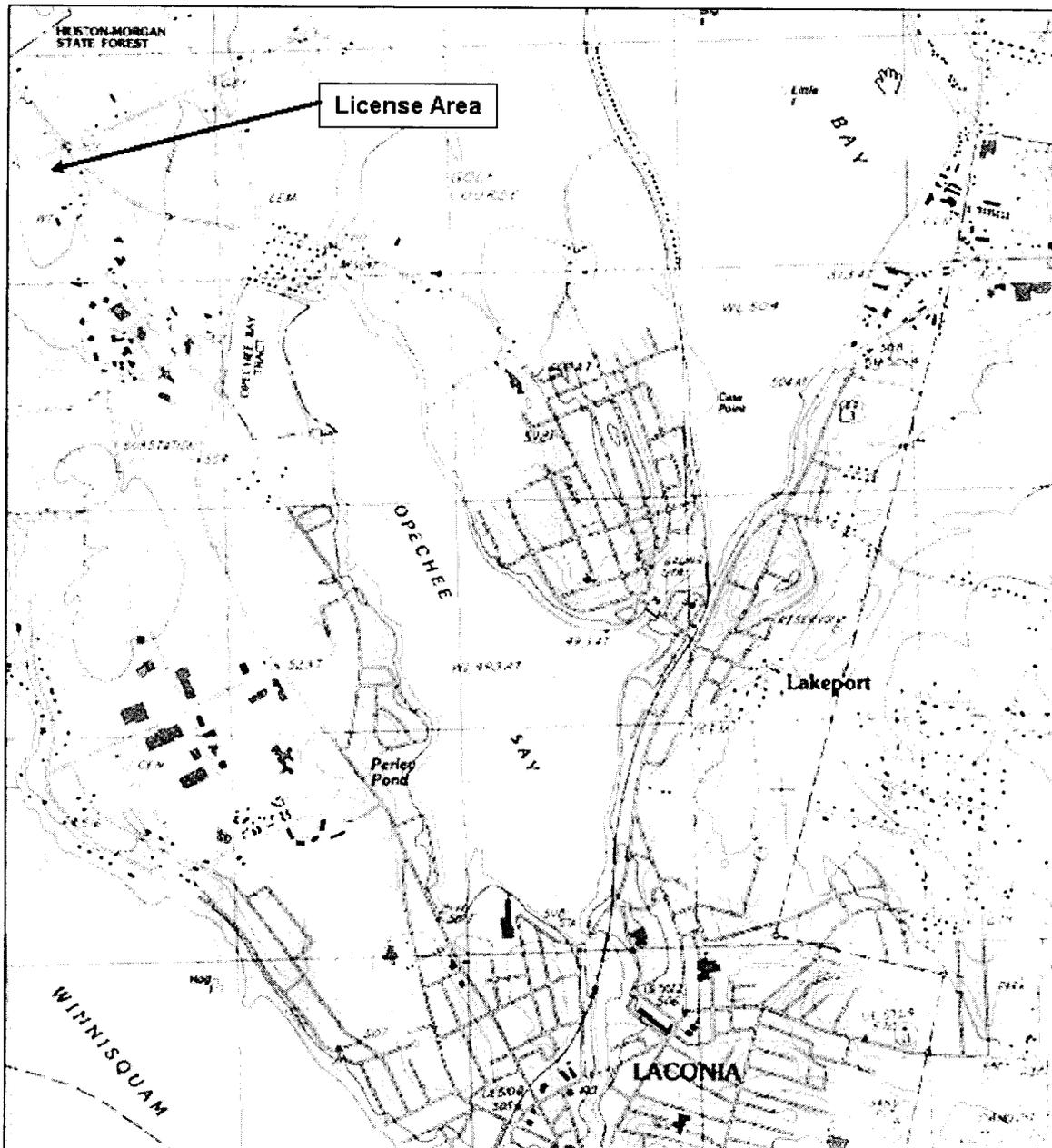
Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Laconia 45 Beacon Street East Laconia, NH 03246		<i>Member Number:</i> 213	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form)	7/1/2016	7/1/2017	Each Occurrence	\$ 5,000,000
<input type="checkbox"/>	Professional Liability (describe)	7/1/2017	7/1/2018	General Aggregate	\$ 5,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input type="checkbox"/>	Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:				Aggregate	
<input type="checkbox"/>	Any auto				
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> Statutory	\$2,000,000
				Each Accident	\$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
<input type="checkbox"/>	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange		
State of New Hampshire Department of Administrative Services 25 Capitol Street Concord, NH 03301			By: <i>Tammy Denver</i>		
			Date: 6/20/2017 tdenver@nhprimex.org		
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax		



USGS Laconia Quad
Approximate Location of Area Affected by Water Tower License
Lakes Region Facility
Laconia, NH



Aerial View
Area Affected by Water Tower License
Lakes Region Facility
Laconia, NH

(Existing subsurface lines already connect water towers with Robbie Mills Park and Robbie Mills Park with Lakes Region Facility sewer main.)