

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

June 26, 2018

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

**REQUESTED ACTION**

Authorize the State of New Hampshire, Department of Administrative Services to enter into a license agreement with the City of Concord. The purpose of the license agreement is to allow the Department of Administrative Services to install and maintain steam piping, manholes and other associated infrastructure ("Steam Facilities") in the City of Concord Right of Way on School, Green, Capitol, Park and North State Streets. The license agreement shall begin upon Governor and Council approval and end at the discretion of either party.

**EXPLANATION**

Concord Steam provided central steam heat to 26 state owned facilities in downtown Concord through an underground steam piping system. Concord Steam closed on May 31, 2017. The State is in the process of installing new heating systems for its 26 buildings. The Governor and Council approved a contract with Turnstone Corporation on March 21, 2018, item #75 to construct a new boiler building at 33 Green Street that will provide steam heat for the State House, State House Annex and State Library. The same contractor will also install new steam pipes and related infrastructure that will distribute steam from the new steam building on Green Street to the three state facilities. The majority of the Steam Facilities will be installed under the sidewalk and in the streets (City Right of Way) requiring the License Agreement.

The Contractor is planning to begin installing the steam piping in August of this year and complete the installation of the new Steam Facilities by the fall of 2019. Under the terms of this License Agreement, the State of New Hampshire is required to inspect, repair and maintain the Steam Facilities at their sole cost during the term of the License Agreement in accordance with any applicable codes, rules, laws, regulations and or ordinances.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch Arlinghaus".

Charles M. Arlinghaus  
Commissioner

## LICENSE AGREEMENT

### **I. PARTIES**

A. CITY OF CONCORD, a municipal corporation duly existing under the laws of the State of New Hampshire and having a usual place of business at 41 Green Street, Concord, New Hampshire, 03301 (“City”).

B. STATE OF NEW HAMPSHIRE, acting by and through the Commissioner, New Hampshire Department of Administrative Services, 25 Capitol Street, Room 120, Concord, New Hampshire, 03301 (“State”).

### **II. PURPOSE**

The purpose of this License is for the City to authorize the State the right to enter upon and to lay, construct, reconstruct, operate, and to reenter as necessity may require, to repair, replace, or maintain its steam piping, manholes, and other associated infrastructure (“Steam Facilities”) located on City maintained public highways known as School Street, Green Street, Capitol Street, Park Street, and North State Street, as shown on the attached plans as Exhibit 1, and entitled “State of New Hampshire, Department of Administrative Services, Division of Public Works, Steam Conversion Project: State House, State House Annex, & State Library, Project Number 80929, Contract R, Division of Public Works Design & Construction, 7 Hazen Drive, Concord, NH, Department of Administrative Services,” dated Dec. 14, 2017, revised through January 16, 2018, as prepared by Dubois & King, Inc., (“Plans”).

### **III. USE OF LICENSED AREA**

A. The City authorizes the State the right to install Steam Facilities within the Licensed Area, which is known as the City maintained public highways known as School Street, Green Street, Capitol Street, Park Street, and North State Street, which includes the following City utilities: water, sanitary sewer and storm sewer (“Licensed Area”). This Licensed Area as shown on Exhibit 1 is subject to the rights and privileges herein granted and conveyed. The State hereby covenants that it shall not use the Licensed Area in a manner that impairs or interferes with the City’s improvements. The State shall have all other rights and benefits necessary or convenient to construct, maintain, repair, and replace its steam facilities, subject to the terms and conditions set forth herein.

B. The State has submitted installation plans of the Steam Facilities to the City for approval prior to any installation of the Steam Facilities as shown on the attached Plans as Exhibit 1.

C. The State shall submit any proposed alterations to said Plans in writing to the City for review and approval by the City.

D. The State shall submit its written maintenance policies and procedures which are to be used for the inspection, repair, and maintenance of said Steam Facilities to the City for review and approval, which shall include the subsequent marking out of the Steam Facilities within the Licensed Area upon notification of a Dig Safe request. The State shall be responsible, at its sole cost and expense, for the marking out of said Steam Facilities pursuant to the New Hampshire Code of Administrative Rules, Chapter Puc 800 Underground Utility Damage Prevention Program.

E. The State shall give the City a minimum of two (2) business days' notice of scheduled or nonscheduled maintenance of the Steam Facilities except emergency repairs, for which the State shall contact the City while such emergency repairs are being done. Regular maintenance, inspection, and updating by the State shall not be conducted without prior notification to the City, and shall otherwise comply with City ordinances, policies, and procedures.

F. Except in the event of an emergency, where inspection is not feasible, all materials supplied and work performed by the State or its contractor in the installation of the Steam Facilities shall be subject to the inspection of a representative of the City. Any deficiencies in materials, methods of construction, or workmanship shall be promptly corrected to the satisfaction of the City. Notwithstanding this language, the State shall have the right to conduct routine and/or preventative maintenance that does not require excavation, including replacement in kind of equipment and materials in accordance with applicable City ordinances, policies, and procedures. To the extent that any emergency work is completed by the state or its contractor, the State shall provide the City with a list of all materials used in the installation of Steam Facilities within 30 days of said installation.

#### **IV. INSTALLATION OF STEAM FACILITIES**

The State shall be responsible, at its sole cost and expense, for the installation of the Steam Facilities within the Licensed Area so that it may be used for the State's intended purposes. Prior to commencement of construction, the State shall provide the City with plans and specifications as to the exact location of the installation for its approval. Except in the event of an emergency, all construction or maintenance activities shall be coordinated with the City in advance. Any and all improvements shall be constructed and maintained in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations, and ordinances, and with any and all governmental approvals and permits. The State shall pay for any damage, together

with associated expenses, costs and fees, within the Licensed Area which may result from the State constructing, maintaining, operating, altering, repairing, removing, changing the size of, or replacing the Steam Facilities.

Following the completion of any work by the State, the State shall restore the Licensed Area to its condition prior to such work. Any other land of the City disturbed during the course of construction, maintenance, repair, or replacement of the improvements and not otherwise occupied by such improvements, shall be restored to its original condition at the State's expense. The State shall ensure that any and all contractors and subcontractors performing labor or supplying materials to the Licensed Area on behalf of the State are paid in a timely manner.

## **V. WORK PROCEDURE**

The State agrees that access to the Steam Facilities for scheduled or nonscheduled work or for any other purpose shall be made in accordance with the following procedure:

- A. Prior to working within the Licensed Area, State shall notify the City of Concord's City Engineer and schedule work with the City Engineer or his/her designee. Any and all of the State's work shall comply with all City ordinances, regulations, policies and procedures, and with any and all other applicable State and Federal standards.
- B. At all times when working within Licensed Area, traffic control devices shall be provided by the State as required by the City.
- C. The City has a Geographic Information System (GIS) to identify facilities, including Steam Facilities within City maintained public highways. The State shall submit GPS coordinates based upon the New Hampshire State Plane coordinate system on the North American Datum of 1983 (1996 adjustment by NGS) of the "as built" location of the steam facility. The coordinates shall be submitted to the attention of Ying Zhou, GIS Coordinator, City of Concord, NH, 41 Green Street, Concord, NH, 03301.

## **VI. TERM**

This License shall continue until such time as it is terminated by either party for any reason in accordance with the termination provision of this License.

## **VII. RELOCATION/TERMINATION**

The City may require, with a ten (10) day notice, for the State, to relocate its Steam Facilities within the Licensed Area as may be necessary for the City to develop,

reconstruct, repair, or maintain in or around the Licensed Area. The State shall relocate its Steam Facilities from the Licensed Area within one hundred eighty (180) days of said effective date of notice. Such relocation and adjustment shall be at the sole expense of State.

## **VIII. INSURANCE**

The State is “self-insured” and shall insure, at its sole cost and expense, any and all Liabilities arising out of this License for so long as this License is in effect and shall continue following expiration of this License to cover any and all Liabilities arising out of this License, including but not limited to any damage to the City maintained public highways and the highway facilities, which include the City’s sewer, drainage, and water facilities.

## **IX. RESPONSIBILITY FOR CLAIMS**

The State shall be responsible for any suit or claim for damages resulting from any and all negligent acts, omissions, or conduct of the State’s employees or agents. It is understood and agreed between the parties that the State is self-insured and the State’s liability may be limited by State law.

The City shall be responsible for any suit or claim for damages resulting from any and all negligent acts, omissions, or conduct of the City’s employees or agents. It is understood and agreed by the parties that the City participates in pooled self-insurance through a RSA 5-B risk pool and that the City’s liability may be limited by State law. Furthermore, and without waiving any statutory and common law immunities and liability limitations, the parties agree that the City’s liability hereunder for any suits and claims for damages shall be limited to the terms, scope, and limits of its risk pool liability coverage, if applicable, and if such coverage is not applicable, the City shall have no liability hereunder.

## **X. NON-APPROPRIATION**

Notwithstanding RSA 9:19, the City may bring an action against the State under this License in accordance with RSA 491:8 for breach of any of the State’s duties set forth herein.

## **XI. FURTHER PROTECTION**

The State shall, at the request of the City and at its sole expense, provide whatever protection is deemed necessary for the Steam Facilities during work performed by the City in the Licensed Area. The City shall give the State reasonable notice of work in the Licensed Area, including but not limited to inspection, maintenance, cleaning,

snow removal, construction, reconstruction, rehabilitation, and repair of the highway facilities.

## **XII. DAMAGE TO THE LICENSED AREA**

Any damage to the Licensed Area or any City property appurtenant thereto, which, as determined by the City, is caused by, results from, or arises out of the installation, maintenance, or presence of the Steam Facilities shall be repaired by the City or the State as shall be determined by the City. The State shall fully compensate the City for all reasonable costs associated with the repair of any such damage.

## **XIII. REMOVAL OF STEAM FACILITIES**

To the extent that the State abandons its use of the Steam Facilities, it shall decommission the Steam Facilities and restore the Licensed Area in a manner that satisfactory to the City.

## **XIV. IMMUNITY**

Notwithstanding any provision of this License, nothing herein contained shall be deemed to constitute a waiver of the immunity of the City or State, which immunity is hereby reserved to the City and the State. This covenant shall survive the termination of this License Agreement.

## **XV. ASSIGNMENT**

This License shall run with the land for the Term hereof. The State may assign or otherwise transfer this License upon the City's written consent, which shall not be unreasonably withheld, conditioned, or delayed.

## **XVI. COMPLIANCE WITH LAW**

The State shall use, possess, maintain, repair, and replace said Licensed Area, and any improvements within the Licensed Area, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules, and regulations, and in accordance with any and all federal, state, and local permits and approvals.

## **XVII. AMENDMENTS**

This License may be amended only in writing signed by the parties.

## XVIII. EXHIBITS

All exhibits referred to in this License are hereby incorporated by reference and expressly made a part hereof.

## XIX. GOVERNING LAW

This License shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire.

## XX. MISCELLANEOUS PROVISIONS

- A. Entire License – This License constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent Licenses between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.
- B. Severability – If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire License shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Notice – Any notice given by one party to the other in connection with this License shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid.

- 1. If to City, addressed to:

David Cedarholm, PE  
City Engineer  
(or Successor)  
City of Concord  
41 Green Street  
Concord, New Hampshire 03301

- 2. If to State, addressed to:

Charles M. Arlinghaus  
Commissioner  
(or Successor)  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
Concord, New Hampshire 03301

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

**XXI. NO THIRD PARTY BENEFICIARIES**

This License is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

**XXII. COUNTERPARTS**

This License, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire License and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

**XXIII. CAPTIONS**

The captions and headings throughout this License are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions of, or the scope or intent of this License, nor in any way affect this License, and shall have no legal effect.

**XXIV. AUTHORITY OF LICENSOR**

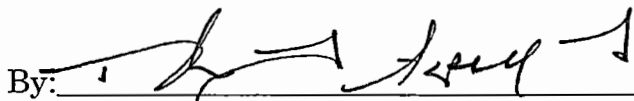
Authority for the City Manager to enter in this License Agreement on behalf of the Licensor was granted by the City Council on July 9, 2018, and is hereby incorporated into this Agreement by reference.

**XXV. EXECUTION**

*In witness whereof*, the City has hereunto set its hand this 10<sup>th</sup> day of July, 2018.

CITY OF CONCORD

7.10.2018  
Date

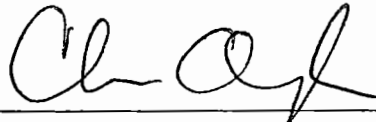
By:   
Thomas J. Aspell, Jr.  
Its City Manager  
Duly Authorized



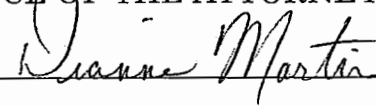
The State accepts this License and the terms contained therein.

STATE OF NEW HAMPSHIRE  
DEPT. OF ADMINISTRATIVE SERVICES

7/2/18  
Date

By:   
Charles M. Arlinghaus  
Its Commissioner  
Duly Authorized

OFFICE OF THE ATTORNEY GENERAL

By:   
Sr. Assistant Attorney General

On: 7/13/18

The foregoing license agreement was  
approved by the Governor and Council

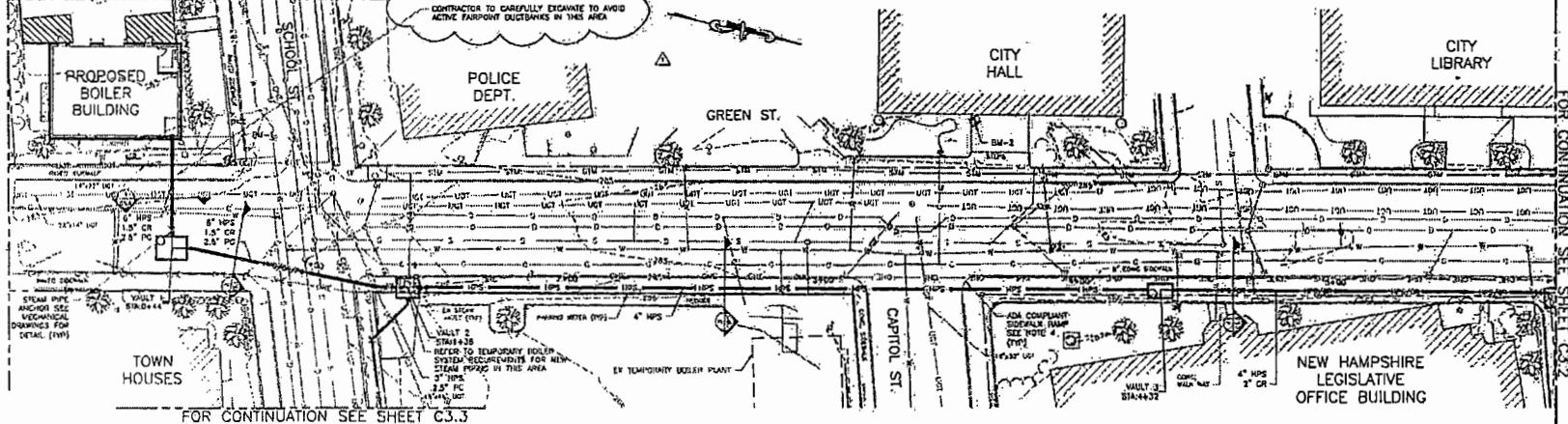
On \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

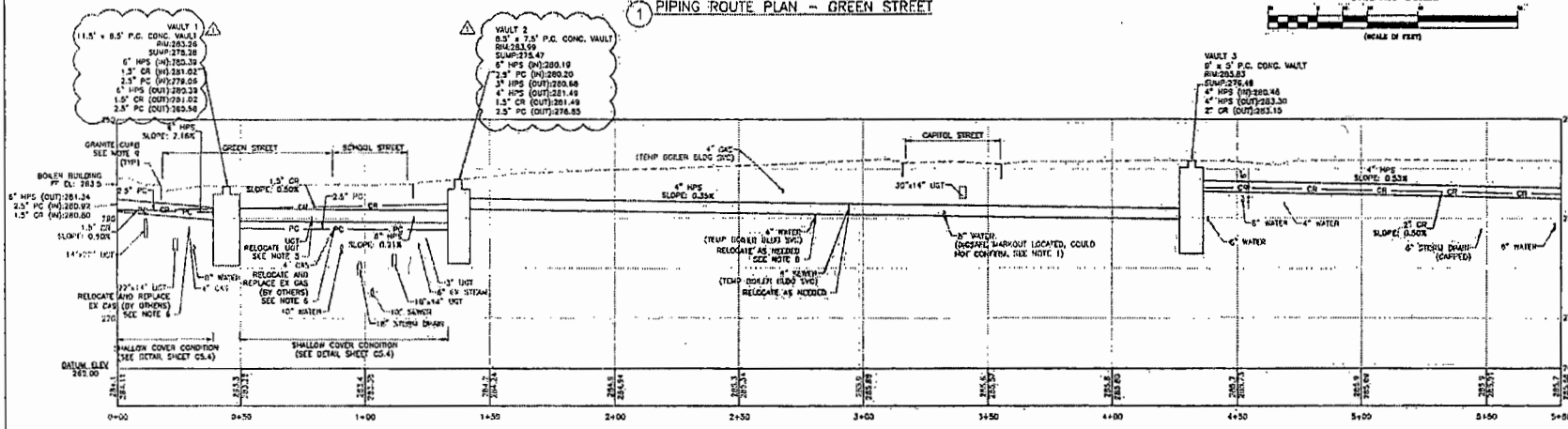
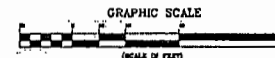
# EXHIBIT 1

FOR CONTINUATION SEE SHEET C4.3



FOR CONTINUATION SEE SHEET C3.3

1 PIPING ROUTE PLAN - GREEN STREET



2 PIPING ROUTE PROFILE - GREEN STREET

- NOTES:
1. WATER LINE WAS LOCATED BY FIELD SURVEY OF PAYMENT MARKING. CITY OF CONCORD HAS NO RECORD OF WATER.
  2. ALL ELEVATIONS SHOWN DEPCT CENTER OF PIPE.
  3. PIPE SIZES REFLECT CARRIER PIPE DIMENSION; INSULATION AND JACKETS WILL RESULT IN LARGER DIMENSIONS THAN INDICATED IN LABELS.
  4. ALL RAMPS SHALL BE RECONSTRUCTED WITH RADIAL NEW GRANITE CURBS BETWEEN THE STREET AND RAMP. SEE DETAIL SHEET C5-3.
  5. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY TO RELOCATE EXISTING UTILITY AS NECESSARY. ALL UTILITY RELOCATIONS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 1'-0".
  6. FUTURE RELOCATION BY LIBERTY UTILITIES. CONVERSION TO HIGH PRESSURE STAINLESS STEEL GAS THROUGH INTERSECTION LIMITS.
  7. PRIME CONTRACTOR SHALL ENGAGE THE SERVICES OF A NH LICENSED STRUCTURAL ENGINEER TO CALCULATE THE PIPE ANCHORS AND PIPE SUPPORT DETAILS WITHIN THE VAULTS. PRIME CONTRACTOR SHALL CREDIT AND ASSURE COORDINATION BETWEEN THE PRECAST VAULT SUPPLIER AND MECHANICAL CONTRACTOR DURING THE SHOP DRAWING PHASE FOR EMBEDDED PLATES AND/OR CONCRETE INSERTS FOR PIPE SUPPORTS AND ANCHORS.
  8. LOWER WATER LINE WITH 4'-45" RESTRAINED JOINT GAS FITTINGS. COORDINATE WITH CONCORD WATER DEPARTMENT. CLEARANCE BELOW STEAM 1'-0".
  9. BODIFY GRANITE CURBING TO PROVIDE 8" MIN CLEARANCE AT SHALLOW PIPE CROSSINGS.
  10. EXISTING 18" - 24" COMPRESSED ENGRAVED OUT-GRADE (GAS) TO BE RELOCATED APPROPRIATELY TO AVOID AVOIDING COVER TO DAMAGED GRANITE CURBING AND TO BE RELOCATED TO THE CENTERLINE.
  11. LINEAR FEET (LF) NOTATIONS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY LENGTHS IN FIELD.

**DuBois & King**  
 4 GREEN TREE CIRCLE  
 KAL BARRETTOWN, VT 05602  
 TEL: (802) 874-7811  
 FAX: (802) 784-7101  
 WWW.DUBOIS-KING.COM  
 RANDOLPH, VT  
 WINDSOR, VT  
 LACONIA & BOSTON, NH  
 © Copyright 2011 DuBois & King, Inc.  
 PROFESSIONAL SEAL



**SCOTT & PARTNERS**  
 INC.  
 ARCHITECTS  
 100 STATE STREET  
 CONCORD, NH 03302  
 TEL: (603) 224-1111  
 FAX: (603) 224-1112  
 WWW.SCOTT-AND-PARTNERS.COM

PROJECT NO.	100229
DATE	12/15/11
SCALE	AS SHOWN
DRAWN BY	JK
CHECKED BY	JK
DATE	12/15/11

NEW HAMPSHIRE  
 DEPARTMENT OF  
 ADMINISTRATIVE  
 SERVICES  
 P.O. BOX 493  
 7 HAZEN DR. RM 250  
 CONCORD, NH 03302

STEAM CONVERSION  
 PROJECT 00929  
 CONTRACT R

STATE HOUSE  
 STATE HOUSE ANNEX  
 & STATE LIBRARY

SHEET TITLE:  
 PIPING ROUTE  
 GREEN STREET

ISSUE NO.	01
DATE	DEC 2011
DESIGNED BY	JK
CHECKED BY	JK
DATE	12/15/11
DRAWN BY	JK
CHECKED BY	JK
DATE	12/15/11

SHEET NUMBER  
**C3.1**  
 SHEET 9 OF 90



SCOTT & PARTNERS  
 100 STATE STREET  
 SUITE 200  
 CONCORD, NH 03301  
 TEL: (603) 224-1111  
 FAX: (603) 224-1112  
 WWW.SCOTT-PT.COM

NEW HAMPSHIRE  
 DEPARTMENT OF  
 ADMINISTRATIVE  
 SERVICES  
 P.O. BOX 463  
 7 HAZEN DR. RM 250  
 CONCORD, NH 03302

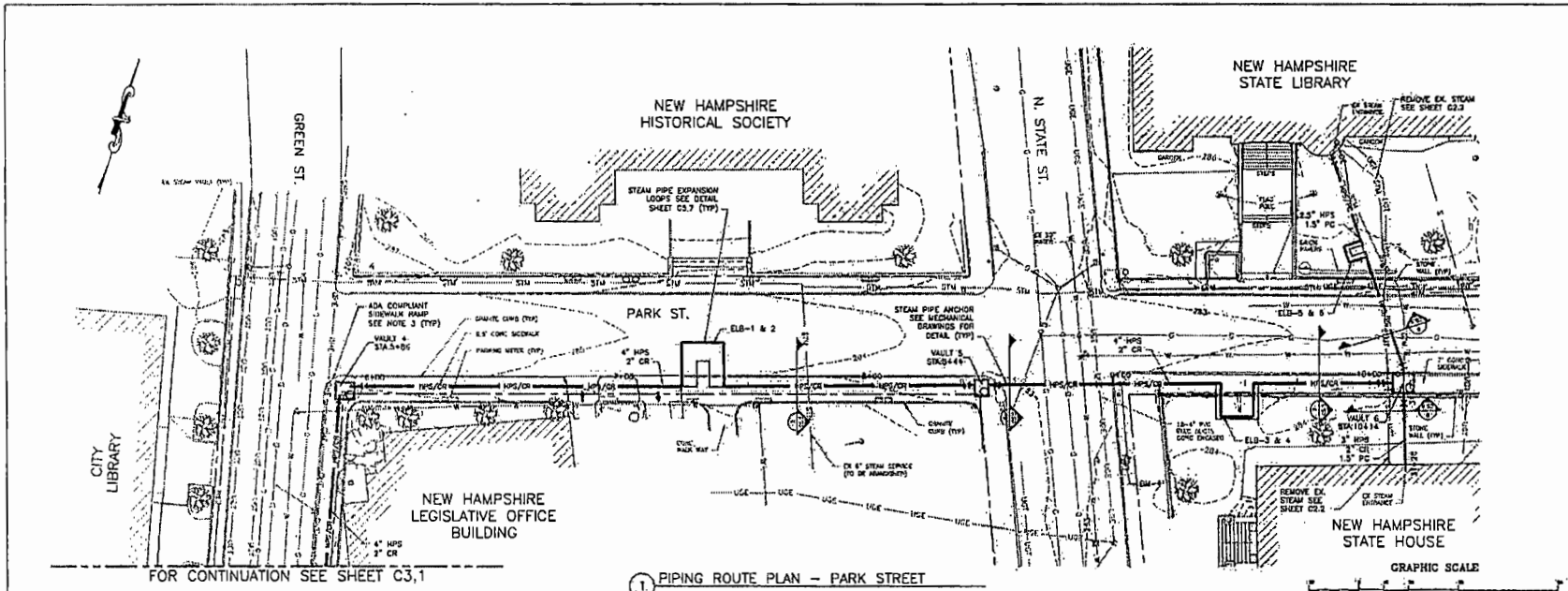
STEAM CONVERSION  
 PROJECT 80029  
 CONTRACT R

STATE HOUSE ANNEX  
 & STATE LIBRARY

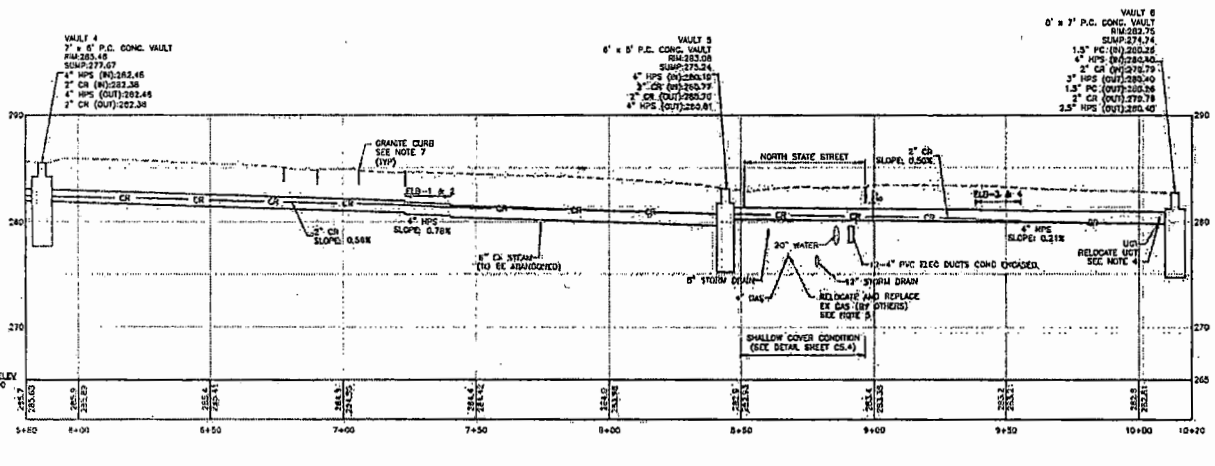
SHEET TITLE  
 PIPING ROUTE  
 PARK STREET

DATE  
 DEC 2017  
 DRAWN BY  
 LDC 823694  
 CHECKED BY  
 NIS  
 SHEET NUMBER

**C3.2**  
 SHEET 15 OF 30

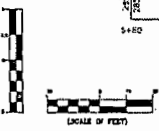


① PIPING ROUTE PLAN - PARK STREET

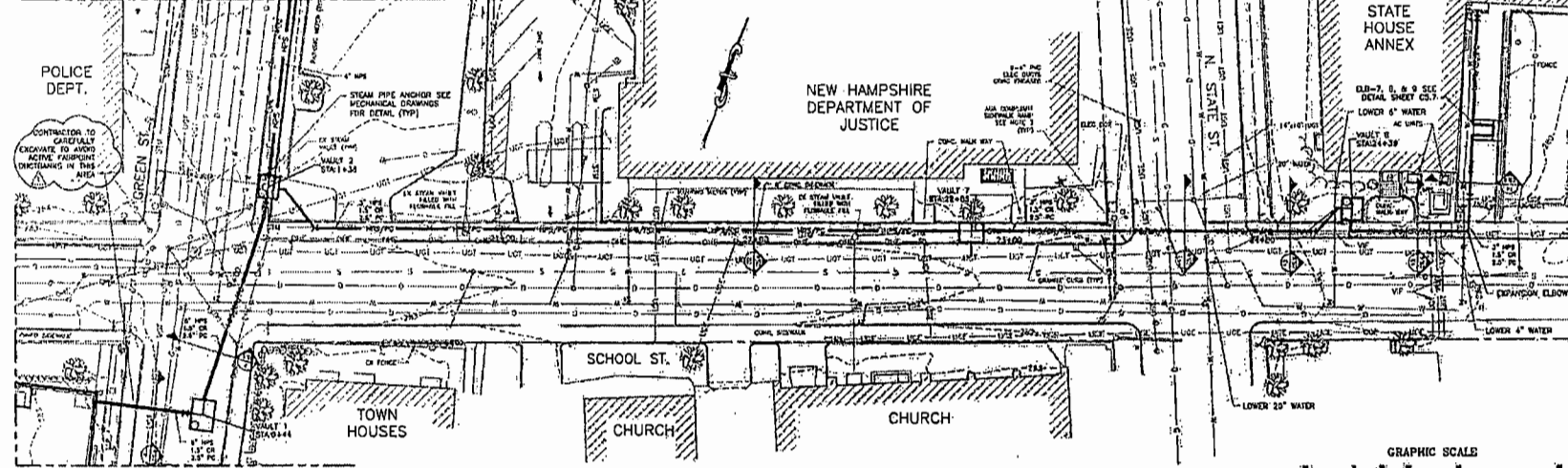


② PIPING ROUTE PROFILE - PARK STREET

- NOTES:
1. ALL ELEVATIONS SHOWN DEPict CENTER OF PIPE.
  2. PIPE SIZES REFLECT CARRIER PIPE DIMENSION, INSULATION AND ANCHORING WILL RESULT IN LARGER DIMENSIONS THAN INDICATED IN LARGE.
  3. ALL RAMPs SHALL BE RECONSTRUCTED WITH NEW RADIAL GRANITE CURB BETWEEN THE STREET AND RAMP, SEE DETAIL SHEET C3.3.
  4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY TO RELOCATE EXISTING UTILITIES AS NECESSARY, ALL UTILITY RELOCATIONS SHALL HAVE A MIN. VERTICAL CLEARANCE OF 1'-0\"/>
  - 5. FUTURE ALLOCATION BY UTILITY UTILITIES, CONVERSION TO HIGH PRESSURE STAINLESS STEEL GAS THROUGH INTERSECTION LIMITS.
  - 6. PRIME CONTRACTOR SHALL ENGAGE THE SERVICES OF A NH LICENSED STRUCTURAL ENGINEER TO CALCULATE THE PIPE ANCHORS AND PIPE SUPPORT DETAILS WITHIN THE VAULTS. PRIME CONTRACTOR SHALL DIRECT AND ASSURE COORDINATION BETWEEN THE PRECAST VAULT SUPPLIER AND MECHANICAL CONTRACTOR DURING THE SHOP DRAWING PHASE FOR EMBEDDED PLATES AND/OR CONCRETE INSERTS FOR PIPE SUPPORTS AND ANCHORS.
  - 7. UPGRADE GRANITE CURBING TO PROVIDE 8\"/>
  - 8. DIMEN. FEET (0.3) NOTATIONS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY LENGTHS IN FIELD.

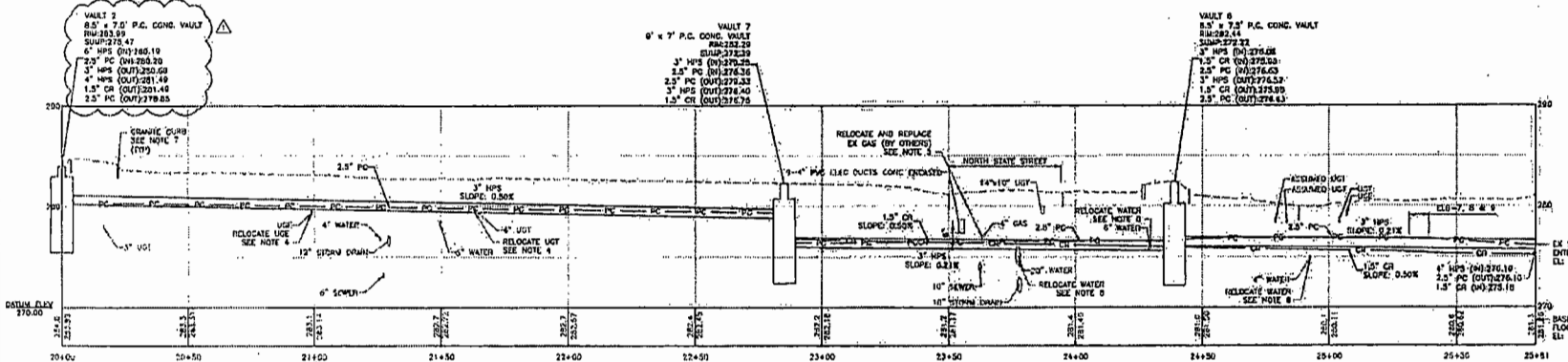
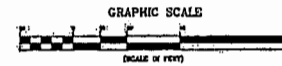


FOR CONTINUATION SEE SHEET C3.1



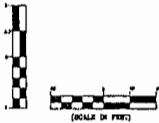
FOR CONTINUATION SEE SHEET C4.3

1 PIPING ROUTE PLAN - SCHOOL STREET



2 PIPING ROUTE PROFILE - SCHOOL STREET

- NOTES
1. ALL ELEVATIONS SHOWN DEPICT CENTER OF PIPE.
  2. PIPE SIZES REFLECT CARRIER PIPE DIMENSION. INSULATION AND JACKETING WILL RESULT IN LARGER DIMENSIONS THAN INDICATED IN LABELS.
  3. ALL RAMPS SHALL BE RECONSTRUCTED WITH MEDIAL NEW GRANITE CURB BETWEEN THE STREET AND RAMP, SEE DETAIL SHEET C5.3.
  4. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY TO RELOCATE EXISTING UTILITY AS NECESSARY. ALL UTILITY RELOCATIONS SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 1'-0".
  5. FUTURE RELOCATION BY UTILITY UTILITIES. CONVERSION TO HIGH PRESSURE STAINLESS STEEL GAS THROUGH INTERSECTION LIMITS.
  6. PRIME CONTRACTOR SHALL ENGAGE THE SERVICES OF A NH LICENSED STRUCTURAL ENGINEER TO CALCULATE THE PIPE ANCHORS AND PIPE SUPPORT DETAILS WITHIN THE VAULTS. PRIME CONTRACTOR SHALL DIRECT AND ASSURE COORDINATION BETWEEN THE PRECAST VAULT SUPPLIER AND MECHANICAL CONTRACTOR DURING THE SHOP DRAWING PHASE FOR ENCASED PLATES AND/OR CONCRETE INSERTS FOR PIPE SUPPORTS AND ANCHORS.
  7. MODIFY GRANITE CURBING TO PROVIDE 6" MIN. CLEARANCE AT SHALLOW PIPE CROSSINGS.
  8. LOWER WATER LINE WITH 4-42 RESTRICTED JOINT WJ FITTINGS. COORDINATE WITH CONCORD WATER DEPARTMENT, CLEARANCE BELOW STEAM 1'-0".
  9. LINEAR FEET (LF) NOTATIONS FOR REFERENCE ONLY. CONTRACTOR TO VERIFY LENGTHS IN FIELD.



**DuBois & King, Inc.**  
 8 EMPLOYEES FREE DINNER  
 50 COLLEGE AVENUE, VT 05403  
 TEL: (802) 278-1701  
 FAX: (802) 278-1701  
 WWW.DUBOIS-KING.COM  
 FARMINGTON, VT  
 UTAHDALE, VT  
 LACONA & BEVERLY NH  
 WINDHAM, VT  
 PROJECT REGULAR SEAL



**SCOTT & PARTNERS, INC.**  
 ENGINEERS  
 100 STATE STREET  
 FLOOR 2  
 MONTPELIER, VERMONT 05602  
 TEL: (802) 253-1111  
 FAX: (802) 253-1112  
 WWW.SCOTT-AND-PARTNERS.COM

NEW HAMPSHIRE  
 DEPARTMENT OF  
 ADMINISTRATIVE  
 SERVICES  
 P.O. BOX 483  
 7 HAZEN DR., RM 250  
 CONCORD, NH 03302

STATE CONVERSION  
 PROJECT 80929  
 CONTRACT R

STATE HOUSE  
 STATE HOUSE ANNEX  
 & STATE LIBRARY

SHEET TITLE:

PIPING ROUTE  
 SCHOOL STREET

DATE: DEC 2017  
 PROJECT: STATE HOUSE ANNEX  
 LOCATION: 523994  
 SHEET NUMBER: 115

**C3.3**  
 SHEET 11 OF 20

**CERTIFICATE OF VOTE**

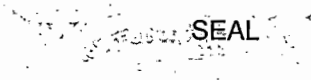
I, Janice Bonenfant, do hereby certify that I am the City Clerk of the City of Concord, a municipality in the state of New Hampshire, county of Merrimack, in the United States of America.

I do further certify that Thomas J. Aspell, Jr., is the City Manager of the municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and deliver for on behalf of the municipality a License Agreement with the State of New Hampshire for the purpose of installing and maintaining steam piping infrastructure in the vicinity of School Street, Green Street, Capitol Street, Park Street and North State Street. This authority was given during an official meeting of the City Council of the City of Concord on the following date: July 9, 2018.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the City of Concord on this 10 day of July, 2018.

Janice Bonenfant  
Signature



City Clerk

**NOTARY STATEMENT**

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, county of Merrimack upon this date July 10, 2018, appeared before me Sarah L. COPP, the above signed officer personally appeared Janice Bonenfant, who acknowledged him/herself to be the City Clerk of the City of Concord, New Hampshire, and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the name of the City of Concord, New Hampshire. In witness whereof, I hereunto set my hand and official seal.

Sarah L. COPP  
Signature of Notary or Justice of the Peace

Sarah L. COPP  
Name of Notary or Justice of the Peace

January 24, 2023  
Date of Expiration of Commission

