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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

February 28, 2014

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

Requested Action

Pursuant to RSA 263:34-b, authorize the Department of Safety, Division of Motor Vehicles, to enter into an agreement in an amount not to exceed \$26,000.00 with Tri-Town Ice Arena Limited Partnership, (VC # 158260-B001), 311 West River Road, Hooksett, New Hampshire, for the purpose of providing a training range for the Motorcycle Rider Education Program. Effective upon Governor and Executive Council approval through December 31, 2015. Funding source: 100% Agency Income.

Funds are available in the following account in SFY2014 and SFY2015 operating budgets and contingent upon availability and continued appropriations in SFY2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-233010-8200 Dept. of Safety – Div. of Motor Vehicles – Motorcycle Rider Education Fund
022-500257 Rents-Leases Other than State – Rent/Lease Non Office Equip

<u>SFY2014</u>	<u>SFY2015</u>	<u>SFY2016</u>	<u>Total</u>
\$6,500.00	\$13,000.00	\$6,500.00	\$26,000.00

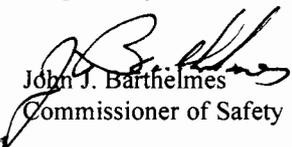
Explanation

This license for use of premises for parking and classroom space is needed in order to continue providing the residents of the Hooksett and Manchester NH areas with a Department of Safety, Division of Motor Vehicles, Motorcycle Rider Education Program training range. The Motorcycle Rider Training Program courses are a combination of classroom and on-vehicle exercises, training the students on the proper methods to safely operate a motorcycle. There are no other premises costs.

As required by Administrative Rule Adm. 610.06 "Public Notice," the Department of Safety conducted a space search soliciting "letters of interest" offering flat, level 200' x 300' parking areas, with adjacent classroom space preferred, throughout NH with a Request for Proposal (RFP) in the "Public Notice" section of the *Union Leader* in August 2013 and, concurrently, the Department of Administrative Services, Bureau of Planning and Management, posted the RFP on their website in order to broaden exposure. The space search did not produce any new potential training sites.

The Division of Motor Vehicles attempts to contract with all the current training sites as new facilities that meet the training requirements are difficult to locate. In addition, the Division of Motor Vehicles continues to seek new training locations throughout the State, including the Hooksett and Manchester areas.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Motorcycle Rider Education Program

Request for Proposal for new additional training sites

Bid Summary

Public notice placed in the Union Leader, 7-26-2013.

Public notice placed on the Department of Administrative Services, Bureau of Planning & Management website on 07-26-2013.

Closing date and time for proposals August 30, 2013.

Potential new bidders

Date submitted specification

Response

none

LICENSE FOR USE OF PREMISES

This agreement is made this 25th day of February 2014, by and between Tri-Town Ice Arena Limited Partnership, (VC# 158260-B001), 311 West River Road, Hooksett, New Hampshire 03106 (Licensor) and the State of New Hampshire Department of Safety, Division of Motor Vehicles, 23 Hazen Drive, Concord, New Hampshire 03305 (Licensee).

WHEREAS:

- A. The Licensor is an ice skating establishment with an available level, unobstructed, paved, area of approximately two hundred feet (200') by three hundred feet (300') and wishes to allow the Licensee to provide motorcycle rider training during certain pre-scheduled dates and times, and;
- B. The Licensee wishes to provide on-vehicle motorcycle rider training to its students, in the Hooksett area but does not have appropriate facilities which can provide adequate training area, and;
- C. The Licensee is willing to pay the Licensor rent as set forth herein for utilization of the Licensor's Premises during the scheduled times set forth herein, and
- D. The paved area and class spaces to be utilized by the Licensee are reasonably architecturally barrier-free;

NOW THEREFORE: Pursuant to this Agreement, the use and occupancy of the Premises shall be subject to the following conditions:

- 1. Premises: The Licensor hereby grants to the Licensee the use of a level, unobstructed, paved, outdoor area measuring a minimum of two hundred feet (200') by three hundred feet (300') and use of various interior classroom spaces, measuring approximately 250 to 400 square feet to accommodate up to twelve (12) students and two (2) instructors.
- 2. Term: Commencing upon approval by the Governor & Executive Council, and ending December 31, 2014, unless sooner terminated in accordance with the Provisions hereof. Notwithstanding the foregoing, it is hereby understood that this Agreement is conditioned upon its approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, then this Agreement shall terminate, and all obligations of the parties hereto shall cease.
- 3. Rent: The Licensor shall send invoices to the Licensee billing them for the number of courses conducted at the Premises. Licensee shall make payment to the Licensor within sixty (60) calendar days of receipt of their invoice.

Fee Schedule:

Up to one hundred twenty (120) Basic Rider Courses (BRC) @ \$200 ea.	\$24,000
Up to twenty (20) Experienced Rider Courses (ERC) @ \$100 ea.	<u>\$2000</u>
Total rent paid under this agreement shall not exceed:	\$26,000

Date: 2/25/2014 Initial: 

4. Schedule: The Licensee's Basic Rider Course (BRC) consists of on-vehicle range exercises and classroom time for a total of approximately twenty (20) hours during three (3) days. A schedule of classes shall be determined prior to April of each year that is mutually agreeable to both the Licensee and Licensor. Any classes cancelled due to weather or other circumstances out of the Licensee's control shall not incur rental fees.

BRC course schedule.

Day one (1) 5:30 p.m. — 9:30 p.m.

Day two (2) 7:00 a.m. — 5:00 p.m.

Day three (3) 7:00 a.m. — 5:00 p.m.

The Licensee's Experienced Rider Course (ERC) consists of approximately nine (9) hours, during one (1) day.

ERC course schedule.

Day one (1) 8:00 a.m. — 5:00 p.m.

5. Requirements: Licensor shall designate parking lot space of a minimum of two hundred feet (200') by three hundred feet (300') for training exercises; including designated year-round space for storage containers and space for a comfort station during the training season. Licensee shall have the right to mark a training course on the parking space. Clearing of the parking lot is the responsibility of the Licensor. Any vehicle removed by the Licensee must have the Licensor's written approval. The classroom space will be in the Licensor's building at 311 West River Road in Hooksett, New Hampshire, or other space designated by the Licensor, equipped with a television, video cassette recorder and/or digital video disc player, storage cabinet, white board and sufficient space, chairs and desks to accommodate twelve (12) students and two (2) instructors, with the right to use in common with others entitled thereto, the hallways, stairways, elevators, and the lavatories.
6. Utilities Provided: Licensor shall furnish at its own expense, access to a telephone, all utilities, including lighting, reasonable heat and air conditioning to the classrooms, hallways, stairways, elevators and lavatories during Licensee's scheduled business as weather conditions require, all subject to interruption due to the making of repairs, alterations, improvements or special events or to any cause beyond Licensor's control.
7. Licensee Use and Insurance: Licensee shall maintain liability insurance to cover the activities on the Premises. The Premises shall be utilized by the Licensee for the purpose of providing on-vehicle motorcycle exercises and classroom training for the Motorcycle Rider Training Program.
8. Storage: Licensee will be responsible to remove safety cones at the end of each course. Storage containers will remain at a location as approved by Licensor.
9. Access: Licensor shall provide building and classroom access, access keys and/or codes to the Licensee Program Coordinator prior to April of each year. The Licensee shall return all keys provided to them upon termination of the Term.
10. Licensee Contacts: The contact person for the Licensee regarding course scheduling or other course issues is Lawrence Crowe or his designee, telephone 227-4025, email lawrence.crowe@dos.nh.gov. The contact person for the Licensee regarding agreement issues is Arthur Garlow or his designee, telephone 227-4050, email arthur.garlow@dos.nh.gov.

Date: 2/25/2014 Initial: 

11. Licensor Contacts: The contact person for Licensor is Rick Vega or his designee, telephone 485-1100.
12. Licensee Expenses: The Licensee shall be responsible for the direct payment of the Instructors scheduled for each course, the storage containers and comfort stations listed herein; the Licensor shall bear no responsibility for said payment.
13. Termination: Notwithstanding the foregoing, either party may terminate this Agreement in advance of the termination date herein upon sixty (60) calendar days prior written notice to the other party.
14. Notice: Notice of early termination, payment of rent and all official correspondence shall be sent to the other Party at their mailing address, as given below:

Licensor:
Tri-Town Ice Arena Limited Partnership
763 Chestnut Street
Manchester, NH 03104
Attn: Allan R. Clark, Manager of General Partner

Licensee:
Division of Motor Vehicles
23 Hazen Drive
Concord, NH 03305
Attn: Motorcycle Rider Training Program

15. Conditional Obligation of the State: Notwithstanding the provisions of Section 1 or anything contained in this Agreement to the contrary, it is hereby expressly understood and agreed by the Licensor that the existence and continuance of this Agreement and the obligations of the Licensee hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Licensee shall be liable for payments under this Agreement except from such funds. In the event that any portion of such funds are terminated, the Licensee may, at its option, serve thirty (30) calendar days written notice to the Licensor of its' intention to cancel the Agreement in whole or in part. It is further expressly understood and agreed by the Licensor that in the event the State of New Hampshire makes available State owned facilities for the housing of the Licensee the Licensee may, at its' option, serve thirty (30) calendar days written notice to the Licensor of its intention to cancel the Agreement in whole or in part. Whenever the Licensee decides to cancel the Agreement in whole or in part under this section and has served the required notice to the Licensor, the Licensee shall vacate all or part of the Premises within the thirty (30) calendar day period. The Agreement to use the portion of the Premises vacated shall henceforth be canceled and void, while the Agreement to use the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.
16. Hold Harmless: The Licensor shall not be responsible for accidents incurred to individuals using the Premises during the Licensee's use, unless directly attributable to negligence on the part of the Licensor and its employees.
17. Employee/Agents: The Licensee shall be responsible for any suit or claim for damages resulting from any and all acts, omissions or conduct of the Licensee's employees or agents. The Licensor shall be responsible for any suit or claim for damages resulting from any and all acts, omissions or conduct of the Licensor's employees or agents.

Date: 2/25/2011 Initial: 

18. Sovereign Immunity: No provision in this Agreement is intended to be nor shall it be interpreted by either party to be a waiver of sovereign immunity.
19. Insurance: During the Term, the Licensor shall at its sole cost and expense, maintain 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. All such insurance shall cover both the Licensor and the Licensee (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. The Licensor shall deposit with the Licensee certificates of such insurance, (or for the renewal thereof) which shall be attached as an exhibit herein. Both parties agree that the Licensor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000 each occurrence and excess/umbrella liability of 1,000,000 each occurrence. The combination of these coverage's will give the State the coverage that is required by Section 19.
20. Applicable Laws: This License for Use is to be construed according to the laws of the State of New Hampshire.
21. Entire Agreement: This License embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto or relating to subject matter thereof.
22. Modifications: This License may only be modified or amended by mutual agreement of the parties in writing and signed by a duly authorized representative of each of the respective parties hereto
23. Effective Date of the Agreement: This Agreement shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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

LICENSOR

Tri-Town Ice Arena Limited Partnership

By: 
Allan R. Clark
Manager
Tri-Town Arena Management, LLC
Its General Partner
Duly Authorized

Date: 07/25/2014 Initial: 

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH

On this 25th day of February 2014 before me, the undersigned, personally appeared Allan R. Clark, who acknowledged himself to be the Manager of Tri-Town Arena Management, LLC which is the General Partner of Tri-Town Ice Arena Limited Partnership and that he, as manager of the General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness thereto, I hereunto set my hand and official seal.



Notary Public / Justice of the Peace



LICENSEE

By: 
Elizabeth A. Bielecki
Director of Administration

Approved by the Department of Justice as to form, substance and execution:

Approval Date: 3/21/14

Approval By: 

Approved by the Governor and Executive Council:

Approval Date: _____

Approval By: _____

Date: 2/25/2014 Initial: 

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 TRI-TOWN ICE ARENA LIMITED PARTNERSHIP is a(n) Delaware Limited Partnership registered to transact business in New Hampshire on March 7, 1997. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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 February, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

1. The Tri-Town Ice Arena Limited Partnership, ("Partnership") is a Delaware partnership of which the general partner is Tri-Town Arena Management, LLC, ("General Partner") a New Hampshire limited liability company.
2. Under the Partnership Agreement which is dated August 18, 1997, the General Partner has full authority to execute all agreements, leases, mortgages or other documents pertaining to the Partnership.
3. The General Partner has determined that is in the best interest of the Partnership to enter into a certain "License for the Use of Premises" with the State of New Hampshire, Department of Safety, Division of Motor Vehicles ("License")
4. The Manager of Tri-Town Arena Management, LLC is Allan R, Clark, who has been the manager of the General Partner since its inception.
5. Under the limited liability company agreement, the Manager has the sole authority to sign any and all documents on behalf of the company.
6. On the 25th day of February 2014, Allan R. Clark, Manager of Tri-Town Arena Management, LLC, the General Partner of Tri-Town Ice Arena Limited Partnership executed the License.

Signed on the 25th of February 2014



Allan R. Clark, Member
Tri-Town Arena Management, LLC

County of Hillsborough
State of New Hampshire

The foregoing instrument was acknowledged before me this 25th day of February 2014 by Allan R. Clark, who is personally known to me, or has produced acceptable identification and has signed the document as its free act and deed.

WITNESS my hand and official seal this 25th day of February 2014





Notary Public

My Commission expires: 7-13-16



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - 800-990-7465 (CA DOI # 0G13561) Safehold Special Risk, Inc. 230 Commerce Way, Suite 230 Portsmouth, NH 03801	CONTACT NAME: Cheryl Thim PHONE (A/C, No, Ext): 603-559-1360 FAX (A/C, No): 855-529-7684 E-MAIL ADDRESS: cheryl.thim@safehold.com														
INSURED Tri-Town Ice Arena L.P. c/o REI Service Corp 763 Chestnut St Manchester NH 03104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : NOVA Casualty Company</td> <td style="text-align: center;">42552</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NOVA Casualty Company	42552	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 7499806** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		WSI-CL-0010035-1	3/22/2014	3/22/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			WSI-XS-0010016-1	03/22/2014	03/22/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WSI-WK-TBD	03/22/2014	03/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L. EACH ACCIDENT \$ 1,000,000 E L. DISEASE - EA EMPLOYEE \$ 1,000,000 E L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as Additional Insured solely as respects their interest in the motorcycle rider training held at the Named Insured's premises at 311 West River Road, Hooksett, NH, but only with respect to the negligence of the Named Insured.

CERTIFICATE HOLDER
CANCELLATION

State of New Hampshire Department of Safety Division of Motor Vehicles 23 Hazen Drive Concord, NH 03305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2014/01)

(This certificate replaces certificate# 7499791 issued on 3/27/2014)

balance of the purchase price shall be paid on or before thirty (30) days from date of sale. If the successful bidder fails to complete the purchase of the Mortgaged Premises in accordance with the preceding sentence, then the Mortgagee may retain the deposit in full as liquidated damages resulting from the successful bidder's failure to perform. Conveyance of the Mortgaged Premises shall be by foreclosure deed to be delivered to the successful bidder upon the Mortgagee's receipt of the balance of the purchase price.

EXCLUSION OF WARRANTIES: Except for warranties arising by operation of law, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any other expressed or implied representations or warranties whatsoever. Said premises will be sold "AS IS AND WHERE IS" and subject to all unpaid real estate taxes, park rents and fees, mortgages and all other liens and encumbrances, easements, rights or way and other conditions of record of every kind which may be entitled to precedence over the said mortgage.

RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such later date as the Mortgagee may deem desirable; (ii) bid upon and purchase the Mortgaged Premises at Foreclosure Sale; (iii) reject any and all bids for the Mortgaged Premises at the Foreclosure Sale; (iv) amend or change the Terms of Sale set forth herein by announcement written or oral, made before or during the Foreclosure Sale and such changes or amendment(s) shall be binding on all bidders.

NOTICE TO MORTGAGOR AND ANY PERSON CLAIMING UNDER SAME:

YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

The original mortgage instrument may be examined at 91 Bay Street, Manchester, New Hampshire, 03104, with all requests directed to Dyan J. Lowman at (603) 623-1234 during regular business hours.

Dated at Manchester, New Hampshire this 16th day of July, 2013.

New Hampshire Community Loan Fund, Inc.

By their attorneys:
Beliveau, Fradette & Gallant, PA
Dyan J. Lowman, Esq.
91 Bay Street - P.O. Box 3150
Manchester, New Hampshire 03105-3150
Tel. (603) 623-1234
(UL - July 19, 26; Aug. 2)

Legal Notice

RFP

The Mary Gale Foundation seeks proposals from qualified and experienced 501(c)(3) not for profit programs to identify, align and coordinate services aimed at keeping aged & destitute women living independently and safely in their own homes. For the purposes of this RFP: "Destitute" is defined as women living up to 200% of poverty. "Aged" is defined as 65 years of age and older. The service area is Manchester, NH.

Particular concerns are domestic violence, health, housing and transportation issues facing this vulnerable population. The MGF will invest \$50,000 per year for a term of three years. Interested programs should contact Carol Ann Harrington at CarolAnn.Harrington@RBSCitizens.com for an application. Application deadline is September 1, 2013.

(UL - July 22, 23, 24, 25, 26, 28, 29)

After the close of the bidding, if the successful bidder fails to complete the purchase of the Mortgaged Premises, the Mortgagee may, at its option, retain the deposit as liquidated damages. Deposits of unsuccessful bidders shall be returned at the conclusion of the public auction. Other terms may be announced at sale.

Reservations of Rights: The Mortgagee reserves the right to (i) cancel or continue the public auction to such subsequent date or dates as the Mortgagee may deem necessary or desirable; (ii) bid upon and purchase the Mortgaged Premises at the public auction without producing any deposit; (iii) reject any and all bids for the Mortgaged Premises in Mortgagee's sole discretion; (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale and such change(s) or amendment(s) shall be binding on all bidders; and/or (v) convey the Mortgaged Premises to the next highest bidder should any successful bidder default.

Further information concerning this sale may be obtained from the auctioneers, James R. St. Jean Auctioneers, Inc., 45 Exeter Road, P.O. Box 400, Epping, New Hampshire 03042, whose telephone number is (603) 734-4348. The Mortgaged Premises may be open for inspection prior to the date of sale upon prior reservation with the Mortgagee.

Dated this 3rd day of July, 2013.

FRANKLIN SAVINGS BANK
By Its Attorneys,
CLEVELAND, WATERS AND BASS, P.A.
By: Timothy E. Britain, Esquire
Two Capital Plaza
P.O. Box 1137
Concord NH 03302-1137
(603) 224-7761

(UL - July 19, 26; Aug. 2)

Legal Notice

PUBLIC NOTICE

The Department of Safety Division of Motor Vehicles is seeking new additional motorcycle rider training sites to rent for a term of up to five years throughout NH. Each site must provide 200' by 300' of level, paved, unobstructed, traffic-free area, and favorable selection preference will be shown to sites that also offer adjacent classroom or interior space which can accommodate twelve students and two instructors. The space offered must meet the programmatic specifications. To obtain a copy of these specifications, contact Arthur Garlow, Division of Motor Vehicles, 23 Hazen Drive, Concord, NH 03305; Phone: (603) 227-4050; Email: arthur.garlow@dos.nh.gov. All "letters of interest" sent in response to this solicitation must be received by 4:00 p.m. on Friday, August 30, 2013, at the address given above. The State of NH reserves the right to accept or reject any or all proposals.

(UL - July 26)

Legal Notice

Town of Hooksett PUBLIC NOTICE REQUEST FOR BIDS: TOWN-WIDE PAVING PROJECT

The Town of Hooksett, New Hampshire, is soliciting bids for the 2013 Town-Wide Paving Project Bid #13-06. Work will generally consist of the placement of approximately 3,429 tons of hot bituminous pavement by machine method.

Separate bids must be submitted to the Office of the Town Administrator, 35 Main Street, Hooksett, New Hampshire by 11:00 am, Friday, August 16, 2013. Perspective bidders are required to attend a mandatory pre-bid meeting at the Town Hall

of the Joint Petition.

RSA 374:30, II permits an excepted incumbent local exchange carrier to transfer franchiseterminitory to another utility when the Commission finds the utility to which the transfer is to be made is technically, managerially, and financially capable of maintaining the obligations of an incumbent local exchange carrier set forth in RSA 362:8 and RSA 374:22-p. Pursuant to RSA 362:7, 1 (b) and (c)(1), FairPoint, as an incumbent local exchange carrier providing telephone serviceto more than 25,000 access lines, is an excepted local exchange carrier. According to the Joint Petition, DTC, an established incumbent local exchange carrier, has the technical, managerial and financial capability of maintaining the obligations of an incumbent local exchange carrier as set forth in RSA 362:8 and RSA 374:22-p.

We find that the Joint Petitioners have made a sufficient showing that the proposed service territory boundary modifications should be approved under RSA 374:30, II. We find that DTC is an established incumbent local exchange carrier and has the technical, managerial and financial capability to maintain the obligations of an incumbent local exchange carrier in the two additional limited service areas with no current customers. Accordingly, we will grant the JointPetition to modify the serviceterminitory boundaries of DTC and FairPoint in the Town of Colebrook.

Based upon the foregoing, it is hereby ORDERED NISI, that subject to the effective date below, the proposed franchiseboundary modifications between DTC and FairPoint are approved as filed and service shall beprovided pursuant to the approved franchise boundaries; and it is

FURTHER ORDERED, that DTC and FairPoint shall file properly annotated tariff pages and thatDTC and FairPoint shall file two copies of the relevant maps in compliance with thisCommission order no later than thirty (30) days from the issuance of this order as required by N.H. Admin. Rules Puc 1603.02; and it is

FURTHER ORDERED, that the Joint Petitioners shall cause a copy of this Order Nisi to be(1) published once in a statewide newspaper of general circulation or of circulation in thoseportions of the State where operations are conducted, (2) delivered to the Town of Colebrook TownClerk and the Town of Dixville Town Clerk, and (3) delivered to all customers located in the new franchise territory, if any, such publicationand service to be accomplished no later thanJuly 29, 2013 and to be documented by affidavitfiled with this office on or before August 13, 2013; and it is

FURTHER ORDERED, that all persons interested in responding to this Joint-Petition shallsubmit their comments or file a written request for a hearing on this matter before theCommission no later than August 2, 2013; and it is

FURTHER ORDERED, that any party interested in responding to such comments orrequest for hearing shall do so no later than August 9, 2013; and it is

FURTHER ORDERED, that this Order Nisi shall be effective August 16, 2013, unless the Joint Petitioners fail to satisfy the publication or service obligations set forth above or the Commission provides otherwise in a supplemental order issued prior to the effective date.

By order of the Public Utilities Commission of New Hampshire this nineteenth day of July, 2013.

Amy L. Ignatius
Chairman
Michael D. Harrington
Commissioner
Robert R. Scott
Commissioner
Attested by:
Debra A. Howland
Executive Director

(UL - July 26)

TITLE XXI

MOTOR VEHICLES

CHAPTER 263

DRIVERS' LICENSES

Motorcycle Rider Education Program

Section 263:34-b

263:34-b Motorcycle Rider Education Program. –

I. The director shall establish standards for and shall administer the motorcycle rider education program. The standards shall include, but not be limited to, standards for a nationally accepted and state-approved rider training course. The director may expand the program to include public awareness, alcohol and drug effects, driver improvement for motorcyclists, licensing improvement, program promotion, or other motorcycle safety programs.

II. The director shall appoint a program coordinator who shall oversee and direct the program by setting program and funding guidelines, and conduct an annual evaluation.

III. The director may also appoint one or more training specialists who shall assist in establishing rider training courses throughout the state, support and implement program and funding guidelines and supervise instructors and other personnel as necessary. The training specialist may be a trained chief instructor. Rider training courses shall meet minimum standards established by the director, designed to develop and instill the knowledge, attitudes, habits, and skills necessary for the safe operation of a motorcycle.

IV. Rider training courses shall be open to all residents of the state who either hold a current valid driver's license for any classification or who are eligible for a motorcycle learner's permit. The director may allow residents of other states who hold a current valid driver's license to take a rider training course only if an adequate number of rider training courses have been provided for New Hampshire residents.

V. An adequate number of rider training courses shall be provided to meet the reasonably anticipated needs of all persons in the state who are eligible and who desire to participate in the program. The division shall issue certificates of completion in the manner and form prescribed by the director to persons who satisfactorily complete the requirements of the course. Program delivery may be phased in over a reasonable period of time.

VI. The director may enter into contracts with either public or private institutions for technical assistance in conducting rider training courses, if the course is administered and taught by a trained motorcycle rider instructor as established in RSA 263:34-d. If necessary, an organization conducting a rider training course may charge a reasonable tuition fee. The director shall determine the largest tuition fee a private organization may charge.

Source. 1989, 331:1, eff. July 1, 1989. 2006, 174:1, eff. July 23, 2006. 2008, 282:11, eff. June 27, 2008. 2010, 368:26, eff. Dec. 31, 2010.

Adm 610.06 Phase I - Public Notice.

(a) Except when exercising an option for an extension of an existing rental agreement, as defined at Adm 610.02 (f) above, or when subject to the exemption set forth at Adm 610.11 below, an agency seeking to rent space shall give public notice, at least once, in a local newspaper of general circulation no later than 6 months prior to the date that the agency intends to seek approval under Adm 610.05 above.

(b) The public notice shall contain at least the following information:

- (1) A statement that letters of interest are being sought from parties wishing to be included in the rental agreement design development and proposal process;
- (2) The name of the agency seeking the rental agreement;
- (3) The location where the space to be rented is sought;
- (4) The size of the space required;
- (5) The duration of rental agreement that is sought;
- (6) The deadline for submission of letters of interest;
- (7) The name, physical address and telephone number of the person to contact for additional information and to whom all letters of interest shall be addressed; and
- (8) The statement that additional information and requirements regarding the requested rental are available from the person identified in (7) above and are available on-line, together with the web address where such information is available.

Source. #6355-A, eff 11-20-96; ss by #8193, INTERIM, eff 11-12-04, EXPIRES: 5-11-05; ss by #8310, eff 5-11-05; ss by #10364, eff 7-1-13