



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

May 12, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to allow sole source amendment of the current lease for 1,200 square feet of storage space with Airport Road 90 Realty LLC, Alton Bay, NH (Vendor #218484) by extending the current termination date up to six (6) months from June 30, 2014 to December 31, 2014, with total payments not to exceed \$5,808.00. 25% Hazardous Waste Cleanup fund and 75% Oil Pollution Control fund.

Funds are anticipated to be available in FY 2015 as follows:

03-44-44-444010-1400-022-500248 **FY 2015**
\$4,356.00
Dept. Environmental Services, Oil Pollution Control Fund, Rents & Leases Other than State

03-44-44-444010-5392-022-500248 **FY 2015**
\$1,452.00
Dept. Environmental Services, Hazardous Waste Cleanup Fund, Rents & Leases Other than State

EXPLANATION

The DES - Waste Management Division has leased this 1,200 square foot storage facility located at 30 Henniker Street, Suite #10, Concord, NH since 2011. The space is used to store emergency response vehicles and equipment in a centralized location, close to the Department's Concord headquarters. This proximity facilitates reasonable spill response times and provides operating efficiencies. The enclosed sole source amendment of the current lease term is requested in order to provide additional time for the Department to conduct and complete the State's required competitive RFP process (per Administrative Rule Adm 610.06 Public Notice) and thereafter complete all submittal and approval processes required prior to entering into any proposed renewal or new lease agreement. Governor and Executive Council approved the original lease as item #42C on May 11, 2011.

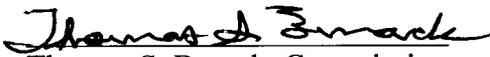
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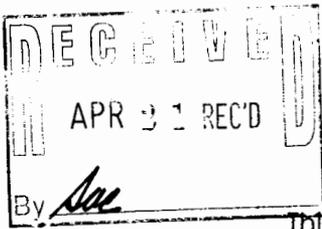
The enclosed amendment continues the terms of the current lease, which is structured as “full gross” with the \$11,616.00 annual rent (\$9.68 per square foot) including the landlord’s provision of heated warehouse space, water/sewer, electricity, real estate taxes, trash disposal, snow removal and common area maintenance.

This lease amendment was approved by the Department of Justice, and in the event that State dedicated funds are no longer available, general funds will not be requested to support this lease agreement.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Attachments



AMENDMENT

This Agreement (the "Amendment") is dated this 18th day of April 2014, and is by and between the State of New Hampshire acting by and through the Department of Environmental Services, (the "Tenant") and Airport Road 90 Realty LLC, (the "Landlord") with a place of business at P.O. Box 400 Alton Bay, NH 03810.

Whereas, pursuant to a three (3) year lease agreement (the "Agreement") for 1,200 square feet of space located at Unit #3, 30 Henniker Street, Concord NH (the "Premises") which was first approved by the Governor & Executive Council on May 11, 2011 item #42C authorizing a Term that commenced July 1, 2011, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: the Department of Environmental Service would like to renew the Agreement however in accordance with State of New Hampshire law cannot do so without first completing a competitive RFP process to either prove or disprove such renewal is prudent, and since the time required for completion of this process is at least six months, and the current Agreement will expire in advance of this, and;

Amendment of the Agreement to extend the current term is mutually advantageous and agreeable to both Parties and necessary to allow continued lawful payment of rent;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Landlord and Tenant hereby agree to amend the Agreement as follows:

Amendment of Agreement:

3.1 Term:

The June 30, 2014 expiration date of the Agreement is hereby amended to terminate no more than six (6) months thereafter, December 30, 2014.

3.1.1 During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$11,616 which is approx. \$9.68 per square foot, shall remain unchanged, prorated to a monthly rent of \$968 which shall be due on the first day of each month during the amended term. The first monthly installment shall be due and payable upon July 1, 2014 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed six (6) months which is \$5,808.

15 Insurance: Paragraph 15 of the Agreement is deleted and replaced with the following paragraph:

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with Products Comp/Op Aggregate not less than one million (\$1,000,000) each occurrence. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment 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 have hereunto set their hands:

TENANT: State of New Hampshire, acting through its:

Department of Environmental Services

By Thomas A. Zwick

LANDLORD:

By Carl R. Chamberlain

Print Carl R. Chamberlain Member
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Belknap UPON THIS DATE (insert full date) April 18 2014,

appeared before me CAROL A. CHAMBERLAIN the undersigned officer (print full name of notary)

personally appeared (insert Landlord's signature) Carl R. Chamberlain

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

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

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

Carol A. Chamberlain

Carol A. Chamberlain
Notary Public, State of New Hampshire
My Commission expires June 9, 2015

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

By: [Signature], Assistant Attorney General, on 6-2-2014

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

CERTIFICATE OF AUTHORITY/VOTE

I, Carl R Chamberlain, hereby certify that:

1. I am the Member/Manager of the Company of Airport Road 90 Realty LLC.
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Airport Road 90 Realty LLC and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



Signature

4-18-2014

Date

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 18th day of April 20 14, before me 

the undersigned officer, personally appeared Carl R Chamberlain, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL) 
(Notary Public / Justice of the Peace -Signature)

Commission Expires: Carol A. Chamberlain
Notary Public, State of New Hampshire
My Commission expires June 9, 2015

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 Airport Road 90 Realty, LLC is a New Hampshire limited liability company formed on December 15, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2014

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).

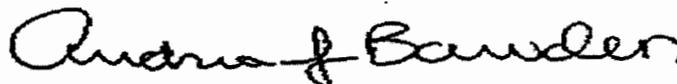
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|--|---|
| PRODUCER Liberty Insurance Agency 364 Main St. PO Box 517 Farmington NH 03835- INSURED Airport Road 90 Realty LLC PO Box 400 Alton Bay NH 03810- | CONTACT NAME: PHONE (A/C, No, Ext): (603) 755-3511 FAX (A/C, No): (603) 755-9390 E-MAIL: lbertyins@metrocast.net ADDRESS: Airport Road 90 Realty LLC PRODUCER CUSTOMER ID: |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Patriot Insurance Company | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

| | | |
|------------------|----------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER: |
|------------------|----------------------------|-------------------------|

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 | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------------------------|------------------------------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | CPP6044418 | 01/06/2014 | 01/06/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | / / | / / | |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | / / | / / | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | / / | / / | |
| | <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT | <input type="checkbox"/> LOC | | / / | / / | |
| | AUTOMOBILE LIABILITY | | | | / / | / / | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | ANY AUTO | | | | / / | / / | |
| | ALL OWNED AUTOS | | | | / / | / / | |
| | SCHEDULED AUTOS | | | | / / | / / | |
| | HIRED AUTOS | | | | / / | / / | |
| | NON-OWNED AUTOS | | | | / / | / / | |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | / / | / / | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | / / | / / | AGGREGATE \$ |
| | DEDUCTIBLE | | | | / / | / / | \$ |
| | RETENTION \$ | | | | / / | / / | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | / / | / / | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE, \$ E.L. DISEASE - POLICY LIMIT \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | <input type="checkbox"/> N/A | | / / | / / | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | / / | / / | |
| A | PROP | | | CPP6044418 | 01/06/2014 | 01/06/2015 | BUILDING COVERAGE 1,216,652 |

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

| | |
|---|--|
| CERTIFICATE HOLDER () - (603) 271-2181 STEVE CROCE STATE OF NEW HAMPSHIRE DEPT OF ENVIRONMENTAL SERVICES 29 HAZEN DRIVE CONCORD NH 03301- | CANCELLATION 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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**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

FROM: Mary Belec, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: June 5, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Environmental Services, 29 Hazen Drive, Concord NH

LESSOR: Airport Road 90 Realty LLC, P.O. Box 400 Alton Bay, NH 03810

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term rental of 1,200 square feet of ground floor equipment and vehicle storage space located at 30 Henniker Street, Suite #10, Concord, NH. During the extended term the Department will undertake and complete a competitive "RFP" process prior to entering into any renewal or new lease

TERM: Up to six (6) months: the current June 30, 2014 expiration date shall be amended to December 30, 2014

RENT: The current rate of \$9.68 per square foot which is \$11,616.00 annually shall remain unchanged (0% escalation) payable in monthly installments of \$968.00 with total six month payments not to exceed \$5,808.00

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$5,808.00

PUBLIC NOTICE: Sole-Source amendment of current lease. During the extended term the Department will undertake and complete a competitive "RFP" process per Adm 610.06 Public Notice requirements prior to entering into either a new or renewal lease

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

OTHER: Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner