



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

FEB 24 10 58 AM '16



William Cass, P.E.
Assistant Commissioner

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

Bureau of Rail & Transit
February 24, 2016

REQUESTED ACTION

Pursuant to RSA 228:57-a authorize the Department of Transportation to enter into a **retroactive** lease agreement with the Grouse Point Club Community Association, 45 Grouse Hollow Road, Meredith, NH, in the amount of \$46,270.00 for the use of State-owned railroad property in Meredith, NH along Meredith Bay commencing July 1, 2015 through June 30, 2020 effective upon Governor and Council approval.

Lease income will be credited as follows:

Source of Funds Revenue:	<u>FY 2016</u>
04-96-96-960010-2991	
Special Railroad Fund	
009-407323 Railroad License Fees	\$ 46,270.00

EXPLANATION

This request is for a **retroactive** Mooring Field Agreement, because of several unexpected intermediate steps and approvals that were necessary due to the age of the original lease documents. These intermediate steps were unforeseen and resulted in delays in finalizing all of the Department's 2015 Dock Lease renewals. All 2015 Dock Lease and Mooring Field renewals will be submitted separately for Governor and Council approval, but all experienced the same unforeseen delays. Intermediate steps and approvals included site visits to collect additional data, preparation and submission of documents for approval by the Council of Resources and Development, and communication with tenants explaining the lease fee increase as defined in RSA 228:57-a.

The Department of Transportation received a request from the Grouse Point Club to lease 280 linear feet of frontage along Meredith Bay on the State-owned Concord to Lincoln Railroad Line in Laconia. The Grouse Point Club Community Association is the owner of an adjacent property and had a lease for a portion of the railroad property from July 16, 2003 to June 30, 2015. This agreement has been prepared consistent with RSA 228:57-a as enacted in 2009.

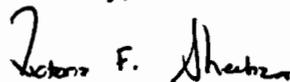
RSA 228:57-a allows the Department to lease portions of a railroad corridor to the owners of adjacent properties separated from the shore of public waters (as defined by RSA 271:20) by only the railroad corridor for private, non-commercial use. This lease gives the lessee the right to cross the rail corridor to access the lake and thereby request a permit for a dock or mooring field. The cost of a lease is calculated to be \$33.05 per linear foot per year as specified in RSA 228:57-a. The annual lease fee for the subject parcel will be \$9,254.00 per year for a five year total of \$ 46,270.00.

This Agreement has been reviewed and approved by the Office of the Attorney General for form and execution. Copies of the fully executed lease agreement have been provided to the Secretary of State's Office and the Department of Administrative Services. Subsequent to the Governor and Council approval, a copy of the Agreement will be on file with the Department of Transportation.

The Council of Resources and Development approved the lease on May 14, 2015.

The Long Range Planning and Utilization Committee approved the lease on May 27, 2015.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

2015 DOCK LEASE – MOORING FIELD

HIS LEASE, made and entered into this, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Grouse Point Club Community Association 45 Grouse Hollow Road Meredith NH 03253 hereinafter (collectively) called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis. This Lease also includes the right to construct and use an at-grade pedestrian crossing of the active railroad tracks, hereinafter called the "FACILITY".

WHEREAS, the State is the owner of a Railroad Corridor in the Town of Meredith, County of Belknap, State of New Hampshire. The State-owned Railroad Corridor is used by the Plymouth & Lincoln (Railroad Operator) under an Operating Agreement with the State of New Hampshire.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

- 1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby lease and demises to the TENANT the premises located in the Town of Meredith on the State-owned Concord-Lincoln railroad line and nearly opposite Engineering Station 1911+35 to 1913+15 and 1914+50 to 1915+50+/-, as shown on the attached Railroad Valuation Section 21 Map 72 (EXHIBIT A).

2. TERM

- 2.01 The term of this lease shall begin on the First of July 2015, or on approval by the Governor and Executive Council, whichever is later, and shall end on the June 30, 2020, unless terminated sooner in accordance with Condition 17.01 or 17.02.
- 2.02 The TENANT shall notify the LANDLORD no less than ninety (90) or no more than one hundred eighty (180) days of the ending date that the TENANT wishes to enter negotiations for a new LEASE for an additional five (5) year period. If the TENANT and the LANDLORD cannot agree upon a new LEASE, the TENANT shall surrender to the LANDLORD the premise in accordance with Condition 18.01.

3. SECURITY DEPOSIT AND RENT

- 3.01 The TENANT agrees to pay to the LANDLORD as a Security Deposit for demised premises the sum of n/a (\$0.00) dollars to secure the performance of the TENANT's obligations hereunder. The LANDLORD may at its option set off all or portions of the deposit to pay for damages caused by any breach of the TENANT's obligations hereunder. The TENANT shall not have the right to apply the security deposit in payment of any past due rent.
- 3.02 All real or personal property taxes assessed by the Town of Meredith as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the

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2015 DOCK LEASE – MOORING FIELD

lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.”

- 3.03 Rent shall be Nine Thousand, Two Hundred Fifty Four (\$9,254.00) Dollars per year, payable in advance, due on July 1 each year to the LANDLORD at the following address:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J. O. MORTON BUILDING
PO BOX 483
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of seventy-five (\$75.00) dollars.

4. QUIET ENJOYMENT

- 4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

- 5.01 The premises shall be used and occupied by the TENANT exclusively as a boat mooring facility, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.
- 5.02 Procurement and delivery of a current Mooring Field Permit from Department of Safety – Safety Services-Moorings Program (NHDOS) to the State is a condition precedent to the effectiveness of this Agreement. The TENANT agrees to furnish a copy of a current Dock Permit issued by the NHDES that has been recorded at the Registry of Deeds or a copy of a current Mooring Field Permit from NHDOS to the Bureau of Rail & Transit. Failure to furnish documentation to the Bureau of Rail & Transit will result in termination of the lease subject to the provisions of Section 16.
- 5.03 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

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2015 DOCK LEASE – MOORING FIELD

6. MAINTENANCE OF PREMISES

- 6.01 The TENANT agrees that all work on construction, maintenance, repair, and reconstruction of said FACILITY shall be performed at a time and under conditions acceptable to the State, and shall at no time interfere with the operation of the railroad by the State, its lessees or assigns.
- 6.02 The TENANT agrees that it is liable for the cost of all work and materials required to construct, use, maintain, repair, relocate and reconstruct said FACILITY on NHDOT Railroad Property. Such responsibility shall include but not be limited to the cost of all on-site inspectors or other representatives of the State to inspect the materials and to monitor construction and a railroad flagman, if such individuals are necessary in the sole judgment of the State. Any deficiencies in materials, methods of construction or workmanship shall be promptly corrected to the mutual satisfaction of the TENANT and the State. The TENANT is solely responsible for the presence of its equipment along the State-owned railroad corridor.
- 6.03 The TENANT will assume the cost of temporary removal, restoration and adjustment of the FACILITY in the event track repairs or additional track installations require such modifications.
- 6.04 The TENANT shall retain the Railroad Operator responsible for maintenance of the track adjacent to the FACILITY, or, if not available, a contractor approved by the State, to perform all railroad related track work (such as replacing and/or installing ballast, defective ties, tie plates, spikes and crossing structures) during the construction or whenever the track structure is disturbed, distorted or altered due to the existence of said FACILITY. The Operator's current fee and wage structure will be used for all services rendered by the Operator.
- 6.05 Any damage to the State-owned railroad corridor contained herein which, as determined by the State, is caused by, results from or arises out of the installation, maintenance or presence of the TENANT's FACILITY shall be repaired by the State. The TENANT shall fully compensate the State for all costs associated with the repair of any such damage.
- 6.06 The TENANT shall coordinate any and all work within the State-owned railroad corridor with the Plymouth & Lincoln Railroad, and State by contacting railroad personnel at (603) 745-2135 and State personnel at (603) 271-2468 respectively and giving them a minimum of 48 hours advance notice of the work to be performed in the area so that the Railroad Operator and inspectors can schedule railroad related work around the construction. The TENANT cannot enter onto the State owned Railroad Corridor at any time without first obtaining authorization from the State and the Railroad Operator.
- 6.07 The TENANT shall, at the State's request and the TENANT's expense, provide whatever protection is deemed necessary by the State, in the event the State performs any work on or within the State-owned railroad property limits, including but not limited to inspection, maintenance, cleaning, snow removal, construction, rehabilitation, and repair of such State-owned railroad property.
- 6.08 The TENANT shall submit its written maintenance policies and procedures to be used for the inspection repair and maintenance of said FACILITY to the State for review and approval. Such policies and procedures shall be approved by the State prior to initial operation of the constructed FACILITY.
- 6.09 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.

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2015 DOCK LEASE – MOORING FIELD

6.10 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear accepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs.

7. DAMAGE TO PREMISES

7.01 If the premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

8. ALTERATIONS AND IMPROVEMENTS

8.01 The TENANT shall make no alterations to the premises or construct any building or make other improvements on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the premises by the TENANT, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised premises at the expiration or sooner termination of this LEASE.

9. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE, or sublet or grant any concession or license to use the premises or any part thereof. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises.

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2015 DOCK LEASE – MOORING FIELD

12. DANGEROUS MATERIALS

- 12.01 The TENANT shall not keep or have on the premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous.

13. INDEMNIFICATION AND INSURANCE

- 13.01 The TENANT acknowledges that the facility is being requested for the TENANT's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public. The TENANT further acknowledges that the installation and use of the facility by the TENANT will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the facility. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and operating Railroad Operator, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the TENANT or from the use, maintenance, installation, removal or existence of this facility, respective of any negligence on the party of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the facility shall be deemed agents of the TENANT. This covenant shall survive the termination of this Agreement. In addition the TENANT shall pay the premiums on a policy or policies of insurance covering the following at said facility, designating the State of New Hampshire and the Plymouth & Lincoln Railroad as additional named insureds.

- 13.01.1 Commercial General Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

- 13.02 The TENANT further agrees to obtain and keep in force a policy or policies of insurance providing Comprehensive General Liability or Comprehensive Personal Liability with a minimum \$1,000,000.00 per occurrence limit covering bodily injury and property damage and \$2,000,000.00 in the aggregate designating the State of New Hampshire and Plymouth & Lincoln Railroad as additional named insureds.

- 13.03 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this Agreement. The TENANT shall provide to the State a certificate of insurance demonstrating that the required coverage has been obtained and containing the following wording. "The State of New Hampshire and Plymouth & Lincoln Railroad are named as additional insured with respect to liability arising from the use and/or occupation of State-owned premises under this Agreement between the State and the Named Insured." Nothing contained herein shall be construed as a waiver of sovereign immunity.

- 13.04 No provision of this Agreement is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this Agreement or the facility.

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2015 DOCK LEASE – MOORING FIELD

14. HOLDOVER BY TENANT

14.01 No holdover by the TENANT will be permitted. The LANDLORD and TENANT must execute a new LEASE upon expiration of an existing LEASE in order for a TENANT to remain in possession of the premises.

15. DEFAULT

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

16. TERMINATION OF LEASE FOR CAUSE

16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

17. TERMINATION FOR CONVENIENCE

17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

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2015 DOCK LEASE – MOORING FIELD

3. SURRENDER OF THE PREMISES

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

20. DISCRIMINATION PROHIBITED

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

21. MISCELLANEOUS

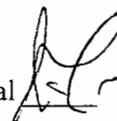
21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

21.03 Extent of Instrument, Choice of Laws, Amendment, etc. This LEASE, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns, and may be canceled, modified, or amended only by a written instrument executed and approved by the LANDLORD and the TENANT.

21.04 No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

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2015 DOCK LEASE – MOORING FIELD

- 21.05 Unenforceable Terms. If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.
- 21.06 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 21.07 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

Handwritten initials, possibly "AL", written in black ink over a horizontal line.

2015 DOCK LEASE – MOORING FIELD

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, the day and year first-written above.

TENANT
By: [Signature] Date: 7/22/15
Print Name and Title John Low, TREASURER

STATE OF NH
COUNTY OF BELKNAP

On, 7/22/15, before the undersigned officer personally appeared John Low known to me (or satisfactorily proven) to be the TREASURER of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

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



7/22/2015
Date [Signature]
Notary Public

STATE
By: [Signature] Date: 1/21/16
Commissioner
New Hampshire Department of Transportation

The foregoing Agreement, having been reviewed by this office, is approved as to form and execution on Feb. 22, 2016.

OFFICE OF THE ATTORNEY GENERAL
By: [Signature]
Attorney

Approved by Governor and Council on _____, 20____, Item # _____.

ATTEST: _____
Secretary of State

Approved by New Hampshire Council on Resources and Development on April 20, 2015.

Approved by Long Range Capital Planning and Utilization Committee on May 27, 2015.

Initial [Signature]

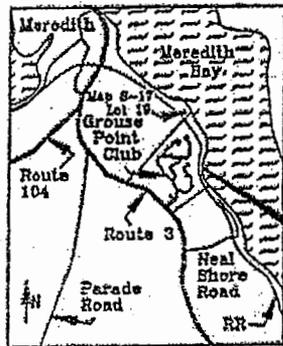
2015 DOCK LEASE – MOORING FIELD

LEASED AREA

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
FILE NO. 275
LEASED TO Grouse Point Club Community Association
V21/72, Station 1911+35 to 1913+15 and 1614+50 to 1915+50+/-
280 +/- Linear FT.

EXHIBIT A

NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT
FILE NO. D-00-12
LEASED TO
GROUSE POINT CLUB
COMMUNITY ASSOCIATION
RAILROAD VALUATION MAP
V21/72



LOCATION OF
LEASED PREMISES
1914+50+/- TO 1915+50+/-

PRIVATE PEDESTRIAN
GRADE CROSSING

LOCATION 1911+35+/- TO 1913+15

$D = 1^{\circ} - 35'$

$D = 5^{\circ} - 30'$

$D = 0'$

Initial *AE*

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Initial *AE*

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2015 DOCK LEASE – MOORING FIELD

CERTIFICATE OF GOOD STANDING

If necessary (Association/Trust/LLC)

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2015 DOCK LEASE – MOORING FIELD

CERTIFICATE OF VOTE

If necessary (Association/Trust/LLC)

CORPORATE SEAL

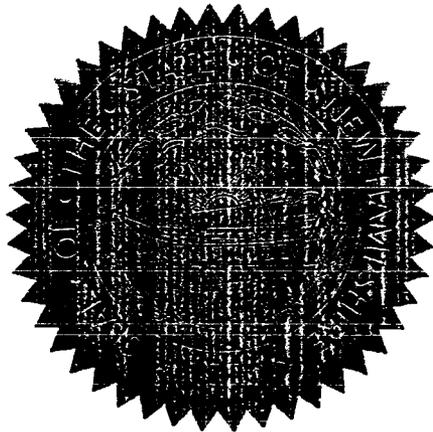
Also, must be notarized.

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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 GROUSE POINT CLUB COMMUNITY ASSOCIATION is a New Hampshire nonprofit corporation formed March 19, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 21st day of July A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in black ink.

William M. Gardner
Secretary of State

GROUSE POINT COMMUNITY ASSOCIATION

45 Grouse Hollow Road, Meredith, NH 03253

Consent of Directors to Action
In Lieu of Meeting

The undersigned, being all of the directors of Grouse Point Community Association, a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A)(the "Corporation"), do hereby consent pursuant to New Hampshire RSA 293-A: 8.21, that the following actions be taken:

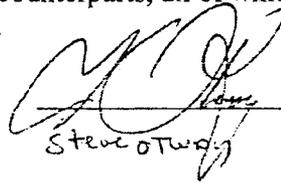
RESOLVED: That the Corporation is hereby authorized to enter into an Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit, specifically for water front access and dock lease on the Concord-Lincoln Railroad corridor.

FURTHER RESOLVED: That on July 22, 2015 John Low, duly elected Treasurer was authorized to sign and execute on behalf of the corporation all documents necessary to effectuate said Agreement and to do any and all things, which in his discretion are necessary and proper in order to carry out the foregoing resolution.

We hereby certify that said authority has not been amended or repealed and remains in full force and effect as of February 12, 2016, and that John Low is duly elected Treasurer of this Board of Directors, Breakwater Condominium Association.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

- Director


Steve O'Leary

- Director

- Director

- Director

DATED: February 12, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF Belknap

On, 2-12-16, before the undersigned officer personally appeared the persons identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Directors of the corporation identified in the foregoing certificate, and acknowledged that they executed the foregoing certificate.

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

2-12-16
Date


Notary Public



GROUSE POINT COMMUNITY ASSOCIATION
45 Grouse Hollow Road, Meredith, NH 03253

Consent of Directors to Action
In Lieu of Meeting

The undersigned, being all of the directors of Grouse Point Community Association, a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A)(the "Corporation"), do hereby consent pursuant to New Hampshire RSA 293-A: 8.21, that the following actions be taken:

RESOLVED: That the Corporation is hereby authorized to enter into an Agreement with the State of New Hampshire, through the Department of Transportation, Bureau of Rail & Transit, specifically for water front access and dock lease on the Concord-Lincoln Railroad corridor.

FURTHER RESOLVED: That on July 22, 2015 John Low, duly elected Treasurer was authorized to sign and execute on behalf of the corporation all documents necessary to effectuate said Agreement and to do any and all things, which in his discretion are necessary and proper in order to carry out the foregoing resolution.

We hereby certify that said authority has not been amended or repealed and remains in full force and effect as of February 2, 2016, and that John Low is duly elected Treasurer of this Board of Directors, Breakwater Condominium Association.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

Melanie Ziegler
Melanie Ziegler - Director

- Director

- Director

- Director

DATED: February 2, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 2/12/16, before the undersigned officer personally appeared the persons identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Directors of the corporation identified in the foregoing certificate, and acknowledged that they executed the foregoing certificate.

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

2/12/16
Date

Shelby Harrington
Notary Public



GROUSE POINT COMMUNITY ASSOCIATION

45 Grouse Hollow Road, Meredith, NH 03253

Consent of Directors to Action
In Lieu of Meeting

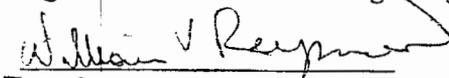
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FURTHER RESOLVED: That on July 22, 2015 John Low, duly elected Treasurer was authorized to sign and execute on behalf of the corporation all documents necessary to effectuate said Agreement and to do any and all things, which in his discretion are necessary and proper in order to carry out the foregoing resolution.

We hereby certify that said authority has not been amended or repealed and remains in full force and effect as of February 13, 2016, and that John Low is duly elected Treasurer of this Board of Directors, Breakwater Condominium Association.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.


Bill Reepmeyer - Director

- Director

- Director

- Director

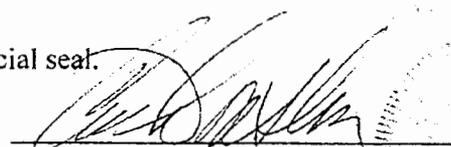
DATED: February 13, 2016

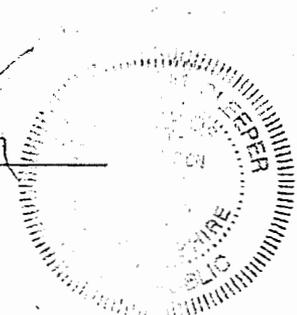
STATE OF NEW HAMPSHIRE
COUNTY OF

On, 2/13/16, before the undersigned officer personally appeared the persons identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Directors of the corporation identified in the foregoing certificate, and acknowledged that they executed the foregoing certificate.

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

2/13/16
Date


Notary Public



GROUSE POINT COMMUNITY ASSOCIATION
45 Grouse Hollow Road, Meredith, NH 03253

Consent of Directors to Action
In Lieu of Meeting

The undersigned, being all of the directors of Grouse Point Community Association, a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A)(the "Corporation"), do hereby consent pursuant to New Hampshire RSA 293-A: 8.21, that the following actions be taken:

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FURTHER RESOLVED: That on July 22, 2015 John Low, duly elected Treasurer was authorized to sign and execute on behalf of the corporation all documents necessary to effectuate said Agreement and to do any and all things, which in his discretion are necessary and proper in order to carry out the foregoing resolution.

We hereby certify that said authority has not been amended or repealed and remains in full force and effect as of February 16, 2016, and that John Low is duly elected Treasurer of this Board of Directors, Breakwater Condominium Association.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

STEVEN MIGLIERO
- Director

- Director

- Director

- Director

DATED: February 16, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF

On, 2-16-16, before the undersigned officer personally appeared the persons identified

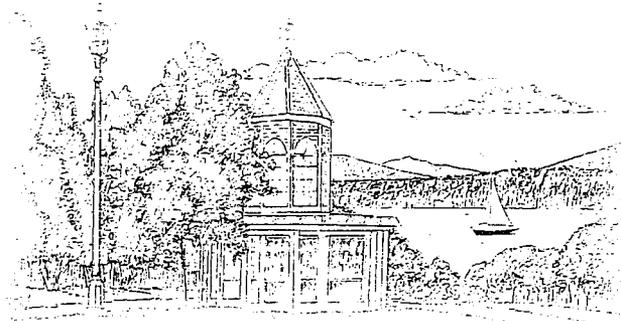
in the foregoing certificate, known to me (or satisfactorily proven) to be the Directors of the corporation identified in the foregoing certificate, and acknowledged that they executed the foregoing certificate.

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

2-16-16
Date

Debra Brown
Notary Public





GROUSE POINT COMMUNITY ASSOCIATION
Minutes of the Board of Directors Meeting
Thursday, August 20, 2009

An open session of the Board of Directors of the above community association was held on Thursday, August 20, 2009, commencing at 9:10 A.M. at The Grouse Point Club clubhouse.

The purpose of the meeting: To discuss matters relating to The Grouse Point Club.

I. QUORUM.

The open session of the Board meeting was called to order. A quorum was declared present based on the presence of the following Directors: Bill Schwidder, John Low, Dave Boule, Bob McCool, Fred Taubert, Chet Paradise and Christa Koch (via telephone).

II. APPROVAL OF THE MINUTES.

The minutes of the July 16, 2009, open meeting were discussed. As there were no changes, a motion was made by Director Boule to accept them. After a second and unanimous vote, they were approved.

III. RESULTS OF ANNUAL MEETING: PRESIDENT'S COMMENTS

Director Schwidder stated that he and the Board members received positive feedback from GPC Owners regarding the manner in which the Annual Meeting was run. He cited three action items that resulted from the meeting.

The first is the mooring field expansion. He stated that Don Labrie sent Tom McCoy an e-mail regarding this matter and requested that he be provided with the status of the work that was begun. Director Schwidder also stated that it was his understanding that the Board had committed to researching the status of this issue as well. He requested that Director Boule take the lead in tying in the potential expansion of the mooring field with the Long Range Plan.

The second action item that Director Schwidder raised was the agreement that was reached in the Annual Meeting for a 90-day recycling trial. He mentioned that Joyce Shaw, Kathy Brodsky and Nancy McCoy volunteered to be part of the recycling team and asked for a volunteer from the Board to work with Joe and the team. Director McCool agreed to chair the 90-day trial

which will involve set up and location of the recycling initiative, sending communications to the community, monitoring the results over 90 days and reporting the results to GPC Owners so that they can vote on the issue.

The last action item that Director Schwidder brought up was the agreement to look into purchasing equipment for the bone yard that would help Joe with moving and placing gravel and stone. Director Taubert and Joe will take the lead into this investigation.

IV. MANAGER'S REPORT.

Joe mentioned that the sensitivity sensor setting of the out gate was changed since he had received numerous complaints that the gate stayed open after vehicles passed through. He stated that if motorists do not stay in the middle of the road after they go through the gate, they miss the loop that activates the gate closure.

Joe stated that we have been pumping a lot of water lately and that tonight will mark over one million gallons since August 1st. He also stated that he sent out an e-mail to the community reminding them to adhere to the watering schedule that was put into place. Joe stated that he has been concerned about receiving a low water alert since many residents have been watering their property during the wrong hours.

A motion was made by Director Boule to accept the Manager's report. The motion was seconded and unanimously approved.

V. TREASURER'S REPORT.

Director Low reported that he, Carol Low and Don Labrie are still working with our accountant to convert the financial reports we currently receive from an accrual to a cash basis. They plan on meeting with our accountant later this week to finalize this project.

A quick review of the GPC Profit & Loss statement indicates that our expenditures for the month appear high but Director Low explained that this is the time of year that our payroll is higher due to the dock masters and increased hours of some of our personnel.

Director Low also stated that our financials will start to look better when the \$180 assessment starts coming in.

A motion was made by Director Boule to accept the Treasurer's Report. It was seconded and unanimously approved.

VI. COMMITTEE REPORTS.

Buildings and Grounds Committee – Fred Taubert, Chairperson

Director Taubert reviewed rough estimates he received for the picnic area, pool area carpet, hot tub and other lower level improvements for the clubhouse. Although he was optimistic about putting in triple pane glass for the pool area, it appears that we may now have to install double pane glass due to a vast difference in cost between the two.

Director Schwidder stated that improvements to the lower level of the clubhouse should result in disruption to the facilities only one time, preferably in October and November. He further stated that the decision was made to defer the work on the fence replacement on the waterfront until next spring and that we should have final proposals for the windows, Jacuzzi and carpeting for approval in September.

Director Schwidder mentioned that he and Fred Taubert received an e-mail from a resident regarding the poor condition of the pool furniture. He stated that the pool furniture was discarded and a decision had to be made regarding its replacement. One idea was to move some of the sunroom furniture to the pool area and invest in new furniture for the sunroom. This was done on a trial basis but met with disapproval from several GPC residents.

Director Schwidder asked the Board if they felt we should return the furniture back to the sunroom and purchase new furniture for the pool area or stay with the original plan of investing in new furniture for the sunroom. After some discussion, the Board decided that as a temporary solution the furniture in the sun room would be moved to the pool area since it is water resistant and mold proof. Since that furniture is near the end of life, it will serve as a useful temporary solution until funds become available to purchase updated furniture for the pool area.

Director McCool stated that he and Joe met with a representative from Glacial Energy. He stated that if we decide to utilize their services to reduce our electric bills and are not satisfied, we have a 60-day out. Director McCool stated that he thought we should give them a try and mentioned that the only risk in using Glacial Energy is trying to have our service resumed with the Co-op. Director Paradise stated that there is no risk involved because by law the utility company has to take us back. He inquired whether the entire community could be converted to Glacial Energy's services but was informed by Director McCool that the company is only licensed for commercial use.

Director Low asked about Glacial Energy's billing process and was told by Director McCool that we would receive a separate bill from Glacial Energy which would be set up in the same manner as the bills from the Co-op. Director Low stated that since this is the case and a charge will appear for each meter, we would be able to compare the rates against those of the Co-op's from previous billings.

The Board agreed to review Glacial Energy's contract and if acceptable, retain their services bearing in mind that if necessary we could opt out within 60 days.

Director Boule made a motion to accept the Buildings and Grounds Committee Report. It was seconded and unanimously approved.

Director Koch reiterated that the cost to replace the railings and fence will be moved out to next spring. She asked Joe if the beach chairs had been sent out for repair and was told that the fabric had not come in yet but he would call today to check the status.

Director Taubert asked Director Koch if it would be possible to replace the stones at the bottom of the stairs leading to the beach with some nice boards so that it would be more comfortable to walk with bare feet. Director Koch agreed to review this request with her committee and report back to the Board with her recommendation.

Director Boule made a motion to accept the Waterfront Committee Report. It was seconded and unanimously approved.

Long Range Planning Committee – Dave Boule, Chairperson

Director Boule stated that the Long Range Planning Committee will meet some time before mid-year before the budget cycle to update the Long Range Plan.

Director Boule mentioned that several GPC residents have commented on the overgrowth of trees that are beginning to obstruct views and questioned if the Long Range Planning Committee should include this issue as one of their goals.

The Board determined that if the trees are on common property, it is the Association's responsibility to take care of the overgrowth. However, if the overgrowth is on common land owned by a sub-association or private residences, the Board believes that it is their responsibility. The LRPC will review this topic and develop recommendations.

Director Boule made a motion to accept the Long Range Planning Committee report. It was seconded and unanimously approved.

Activities Committee – Chris Schwidder, Chairperson

Director Schwidder reported on behalf of the Activities Committee. He mentioned that the wine and cheese party was cancelled. Also we are looking for volunteers for the Labor Day Cookout. Director Schwidder also stated that four volunteers have agreed to help with the Fall Dinner event.

Director Boule made a motion to accept the Activities Committee report. It was seconded and unanimously approved.

VII. OLD BUSINESS.

Final Vote of Restatement of Declaration & By-Laws

Director Schwidder reported that the final vote on the Restatement of the Declaration was 54 to 0 and the final vote on the Restatement of the By-Laws was 53 to 1. Since both Restatements were approved, the documents have been given to our lawyers who are in the process of preparing the final documents for recording. The documents should be ready some time next week at which time Directors' Taubert and Schwidder will be required to sign them.

Defibrillator Update

Director Schwidder informed the Board that he checked with our lawyer and insurance company about the ramifications of purchasing a defibrillator. In both cases, it was strongly recommended that in order protect our interests relative to litigation, all GPCCA personnel should receive proper training on the use of this equipment if we decide to make the investment.

Director Low apprised the Board of two medical studies he read on cardiac arrest and the use of a defibrillator to save lives. He stated that both case studies determined that the device is very safe and easy to use. However, the defibrillator has its limitations since it is only useful for certain heart conditions. Therefore, it is always necessary to call 911 before initiating use of the device.

Director Boule summarized some of the points that were made during the decision making process of whether or not to purchase a defibrillator. He stated the studies brought out that the device can save lives but access to one at home did not significantly improve survival rates. The studies also pointed out that training is necessary in order to save lives. These findings led Director Boule to question the odds of a trained person being available at the time an emergency arises. He also mentioned that the defibrillator would have to be near the scene of the emergency in order to be effective and this may also not be possible if the emergency takes place away from the clubhouse.

As a result of the discussion a motion was not made to approve its purchase. Director Schwidder suggested that this topic be revisited in the future.

Prior to closing this discussion Director Boule suggested that we consider training the dock masters in CPR so they are prepared in the event of an emergency. Director Koch agreed to look into Red Cross training and will inform the Board of her findings.

Report on Bike/Walking Trail along Railroad Tracks

Director McCool reported that the bike/walking trail is close to being approved and there is a lot of political interest in making it happen. The Board agreed that this new development poses security and safety issues for GPC since the bike and walking trail will allow non-residents easy access to our beaches and our homes. Director Schwidder suggested forming a committee to determine what we can do to protect our beach area and Director McCool suggested that we contact South Downs to learn how they handled a similar problem. Directors' Schwidder and McCool will work together in pursuing this issue.

VIII. NEW BUSINESS

Confirmation of Election of Officers and Chairpersons

Director Schwidder stated that although he will be on the Board at next year's Annual Meeting, he will not be presiding as President. He further stated that he would be willing to work over the next year with whoever volunteers for this position and suggested that the transition process begin in February when the cycle for the following year begins. Therefore, until another member of the Board is chosen for this position, Director Schwidder will continue to serve as President

Director McCool nominated Director Low for Treasurer. The motion was seconded and unanimously approved.

Director Low nominated Director Taubert for Secretary. The motion was seconded and unanimously approved.

Chris Schwidder will continue in her role as chairperson of the Activities Committee for another year. Director Koch will continue to chair the Waterfront Committee. Director Taubert will continue to chair the Buildings and Grounds Committee. However, since Director Taubert's position on the Board ends in August, this position might also be rotated mid-year. Director Paradise will chair the Building Committee.

If any GPC Owner is interested in serving on the aforementioned committees please contact the appropriate chairperson for additional information. Volunteers are especially needed for the Buildings and Grounds Committee.

Confirmation of Motion on Waterfront Permitting

A motion was made and approved by the Board to have the permitting done for the waterfront at a cost of \$5,500.

Directors' Taubert and Schwidder gave Joe the approval to go ahead with a three-phase switch for our pool. We will also purchase a thermal device that will adjust the on/off switch. We will realize pay-back on our investment of \$2,500 in less than a year and the Co-op will pay for half the cost.

Confirmation of the Board Decision to Spend \$1,500 for Legal Assistance in Collecting Dues

The Board unanimously approved spending \$1,500 for legal assistance in collecting dues in the Hauser case. A letter from our attorney was sent to the Hauser's' on August 17th.

The Board discussed the possibility of cutting services and use of facilities to individuals who are delinquent in payment. Director Schwidder stated that he will compile a list and will e-mail them to the Board.

Review of Rules & Regulations Pertaining to Delinquent Accounts

Director Schwidder mentioned that he would like to start drafting revisions to our Rules and Regulations relative to delinquent accounts. He stated that he would also like to incorporate Director Boule's examples of what constitutes a delinquent account into these revisions.

Director Schwidder asked Director Low to take the lead in beginning drafting the rules for Board review. Director Boule agreed to assist.

Director Schwidder stated that Maria Aulisio's house foreclosed on August 5th and asked the Board for a motion to send her a letter similar to the one sent to the Hauser's. The only exception is that we will not mention cutting off services since she has 30 days to vacate her home. Director Boule made the motion to send the letter. It was seconded and unanimously approved.

Cincinnati Insurance Safety Review

Director Schwidder stated that a safety expert from Cincinnati Insurance will be touring our property on September 22nd to review the dock area. Joe and Directors' Schwidder and Taubert will be available to meet with the insurance representative.

Other New Business

Director Schwidder mentioned that he received an e-mail from a GPC Owner requesting that we approve a waiver on their rental property for one renter per month with a 2 week minimum rental period instead of a 30 day rental period. The Owner cited the economic downturn as the reason for this request and is hoping that the waiver can be in effect for 1 to 2 years.

Director Schwidder stated that he is unsure that the By-Laws can be waived. He will research the By-Laws for an answer and send off a response to the Owner.

ADJOURNMENT

Upon a motion by Director McCool, a second and unanimous vote, the meeting was adjourned at 10:50 A.M.

NEXT MEETING

The next meeting of the Grouse Point Board of Directors will be held on Thursday, September 17, 2009, at 10:00 A.M.

Respectfully Submitted,

Fred Taubert, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2015

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 Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239	CONTACT NAME: Mandy Adams	
	PHONE (AG, No. Ext): (802) 878-5334	FAX (AG, No.): (802) 878-0852
E-MAIL ADDRESS: mandy@essexagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Patriot Insurance Co		32069
INSURER B: Frankenmuth Mutual		13986
INSURER C: Federal Insurance Company		20281
INSURER D: Miscellaneous		0031
INSURER E: CNA		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15-16 **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	ADDITIONAL SUBROGATION	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X Y	CPP6227068	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA 6227068	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		AAREO-11633-01	7/15/2014	7/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ \$
D	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	WC5-315-607610-014	10/3/2014	10/3/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	Directors & Officers Liability		0251452202	7/15/2014	7/15/2015	Aggregate Limit: \$1,000,000 Retention: \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The State of New Hampshire & Plymouth & Lincoln Railroad are named as Additional Insureds in regards to General Liability. Waiver of Subrogation on General Liability policy.
 Blanket Property limits: \$1,500,720. Deductible \$2,500. Coverage for: Clubhouse, Dock, Cabana Beach house
 Gazebo, Lower Pump, Upper Pump,
 Gatehouse & Mailbox

CERTIFICATE HOLDER The State of New Hampshire Department of Transportation PO Box 483 Concord, NH 03302-0483	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 Emily Mackey/EMMACK
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RD 25 (2014/01)

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INS025 (201401)



LRCP 15-014

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

May 28, 2015

Shelley Winters, Administrator
Department of Transportation
Bureau of Rail and Transit
John O. Morton Building
Concord, New Hampshire 03301

RECEIVED

JUN 1 2015

RAIL & TRANSIT

Dear Ms. Winters,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 228:57-a, II, on May 27, 2015, approved the request of the Department of Transportation, Bureau of Rail and Transit, to retroactively renew a lease for an additional five (5) year period, effective May 1, 2015, for 280 feet of railroad frontage along Lake Winnepesaukee to maintain a mooring field on the State-owned Concord to Lincoln railroad corridor in Meredith to The Grouse Point Club at \$33.05 per linear foot per year, for the lease fee of \$9,254.00 per year for five years, with no Administrative Fee, subject to the conditions as specified in the request dated May 13, 2015.

Previous lease approval was granted by the Long Range Capital Planning and Utilization Committee (LRCP 10-023) on April 13, 2010.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment