



State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

February 26, 2024

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

REQUESTED ACTION

Authorize the Department of Safety, acting on behalf of the Governor and Executive Council, pursuant to RSA 10:11, II, to sublease to the Lakes Region Mutual Fire Aid Association (LRMFAA), a New Hampshire municipal corporation having an address of 62 Communications Drive, Laconia, New Hampshire 03246, in the amount of \$5,595.88 for the portion of the Dwinell building situated on the Lakes Region Facility campus property in Laconia that is currently occupied and used by the LRMFAA, pursuant to the terms of a Sublease Agreement submitted herewith to be effective upon the final closing of the pending sale of the Lakes Region Facility campus property for a period of three (3) years. **100% Net Proceeds from Sublease (General Funds)**

Net proceeds from the sublease will be deposited to 02-23-23-230010-00000023, Department of Safety, Unrestricted Income

	<u>FY2024</u>	<u>FY2025</u>	<u>FY2026</u>
009-403596-22- Other Lease Income	\$1,828.48	\$1,865.05	\$1,902.35

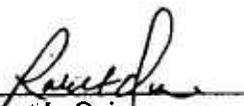
EXPLANATION

The proposed sublease is a part of the pending sale of the Lakes Region Facility (LRF) that is being managed by the Department of Administrative Services (DAS), and the Sublease Agreement submitted herewith was prepared by DAS in accordance with the terms of the Purchase and Sale Agreement in that pending sale and also the terms of the Lease Agreement for the Dwinell building that has been negotiated with the buyer in that pending sale and is being submitted for authorization simultaneously herewith. The subleased premises consist of that portion of the Dwinell building situated on the Lakes Region Facility campus property in Laconia that is currently occupied and used by the Lakes Region Mutual Fire Aid Association as a dispatch center and has been for well over ten (10) years. Upon the final closing of the pending sale of the underlying Lakes Region Facility property, the Department of Safety will lease back the Dwinell building from the new owner for up to three (3) years while the Department constructs a replacement facility on nearby State land. The proposed sublease will run concurrently with the Dwinell lease-back arrangement and will enable the LRMFAA dispatch center to remain in place after the closing of the pending sale until the replacement facility is complete and ready to be occupied by the Department and the LRMFAA. The terms of the proposed sublease are nearly identical to the terms of the LRMFAA's existing lease agreement with DAS that dates back to 2013.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
February 26, 2024
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Based on the foregoing and the terms and conditions of the Sublease Agreement submitted herewith, we respectfully recommend the sublease by the Department of Safety to the LRMFAA of that portion of the Dwinell building that the LRMFAA currently occupies.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

SUBLEASE AGREEMENT

This Sublease Agreement (this "Agreement") is made this 26 day of FEBRUARY 2024 by and between the State of New Hampshire, by and through its Department of Safety, having an address of 33 Hazen Drive, Concord, New Hampshire 03301 ("Sublessor" or "State"), and the Lakes Region Mutual Fire Aid Association, a New Hampshire municipal corporation having an address of 62 Communications Drive, Laconia, New Hampshire 03246 ("Sublessee" or "LRMFAA").

WHEREAS, the State and Sublessee are parties to that certain Lease of State Owned Space agreement dated November 4, 2013, effective January 15, 2014 with a retroactive Effective Date of December 16, 2013 (the "Existing Lease"), pursuant to which the Sublessee currently uses and occupies a portion of the Dwinell building (the "Building") situated on the State's Lakes Region Facility property in Laconia (formerly known as the "Laconia State School"), which is generally comprised of certain State land and buildings in Laconia, New Hampshire bounded by New Hampshire Route 106 to the east, Meredith Center Road to the northeast, Eastman Road to the northwest, and Ahern State Park to the southwest;

WHEREAS, the State intends to sell the Lakes Region Facility (formerly known as the "Laconia State School") pursuant to that certain Purchase and Sale Agreement by and between the State (as seller) and Legacy at Laconia LLC (as buyer) having an effective date of December 21, 2022;

WHEREAS, following the pending sale of the Lakes Region Facility, Sublessor intends to continue to use and occupy the portion of the Building that it currently occupies by interagency agreement with the State's Department of Administrative Services pursuant to a certain Lease Agreement with Legacy at Laconia LLC that demises the entire Building to Sublessor, to become effective upon the completion of the pending sale (the "Lease"); and

WHEREAS, Sublessee desires to continue to use and occupy the same portion of the Building that it currently leases from the State following the pending sale of the Lakes Region Facility, and Sublessor desires to sublease to Sublessee the portion of the Building that Sublessee currently uses and occupies until such time as construction of the Sublessor's nearby replacement facility is complete and both the State and the LRMFAA have occupied said replacement facility and vacated the Building, provided that Sublessee agrees to terminate the Existing Lease upon completion of the contemplated sale and replace it with this Agreement.

1. **TERMINATION OF EXISTING LEASE; DEMISE:** Sublessor and Sublessee agree that the Existing Lease and all obligations of the parties thereunder are hereby terminated as of the final completion the pending sale of the Lakes Region Facility. Sublessee agrees that to the extent it has paid annual rent in advance under the Existing Lease within the year prior to the foregoing termination of the Existing Lease, such advance rent shall be adjusted pro rata according to the portion of the current term year of the Existing

Lease remaining as of the final completion of the pending sale and credited against the first annual rent payment due under this Agreement. Sublessor hereby grants to the Sublessee the right to use and occupy approximately 5,000 square feet of single story, ground floor space in the Building located at 50-62 Communications Drive, Laconia, New Hampshire. The demised area that the Sublessee shall have the right to use and occupy (the "Premises") shall be subject to the terms and conditions of this Agreement, and shall be as further described in the Building layout and site plans attached and made a part of this agreement as Attachment A and Attachment B. Sublessee shall further have a non-exclusive right of vehicular access directly from New Hampshire Route 106 to and from the Premises that is identical but subordinate to the access right granted to Sublessor pursuant to the Lease.

- a. **PARKING:** The Sublessee's rights to park motor vehicles adjacent to the Building shall be as follows:
 - i. Five (5) parking spaces designated for use by "Lakes Region Staff" shall be provided in close proximity to the Building and shall be for the exclusive use of Sublessee.
 - ii. Ten (10) "visitor" parking spaces shall be shared in common with other occupants of the Building.
 - iii. The Sublessee shall further have the right to use in common with others entitled thereto the remaining (undesignated) onsite parking spaces located in the parking lot adjacent and to the northeast of the Building.

2. **TERM:** The Term of this Agreement shall be identical in all respects to the Term of the Lease (as "Term" is defined therein), including, without limitation, any extension terms thereunder, unless this Agreement is sooner terminated in accordance with the provisions herein.
 - a. **EFFECTIVE DATE:** This agreement and all obligations of the parties hereunder shall commence upon the final completion of the pending sale of the Lakes Region Facility to Legacy at Laconia LLC or its assignee (the "Effective Date").
 - b. **TERMINATION DATE:** Except as otherwise provided herein, this Agreement shall automatically terminate simultaneously with the termination of the Lease.
 - c. **OPTION FOR EARLY TERMINATION:** Notwithstanding the foregoing, Sublessee may terminate this Agreement in advance upon providing Sublessor with six (6) months' prior written notice. There shall be no early termination penalty owed by Sublessee.

3. **RENT:** Sublessee shall pay Sublessor annual rent intended to reimburse the Sublessor for the estimated annual cost of water and sewer services to the demised premises pursuant to the annual rates set forth in the Existing Lease, said current annual rent to be One Thousand Eight Hundred Twenty-Eight and Forty-Eight One Hundredths Dollars (\$1,828.48). The first annual rent payment due hereunder shall be in the foregoing amount, and subsequent annual rent payments shall increase by two percent (2%) annually upon each anniversary of the Effective Date. The resulting annual rent payments due hereunder are as shown in the "Payment Schedule" included below.

Sublessee shall be obliged to pay such amounts annually in advance not later than thirty (30) days after the Effective Date of this Agreement, and thereafter not later than thirty (30) days after each anniversary of the Effective Date. Upon termination of this Agreement, the final annual payment due hereunder shall be adjusted pro rata in proportion with the remaining amount of the then-current Term year (as defined below) and refunded to Sublessee upon vacating the Premises.

PAYMENT SCHEDULE

<u>Term year</u>	<u>Dates</u>	<u>Annual reimbursement amount</u>	<u>% increase</u>
1	3/13/2024 - 3/12/2025	\$1,828.48	
2	3/13/2025 - 3/12/2026	\$1,865.05	2%
3	3/13/2026 - 3/12/2027	\$1,902.35	2%

TOTAL TERM RENT: \$5,595.88

4. COMPLIANCE BY SUBLESSEE WITH LAWS AND REGULATIONS: The Sublessee will, at all times during the Term of this Agreement, promptly observe and comply with the provisions of all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems, Americans with Disabilities Act, and solid and hazardous waste. Should Sublessee discover any violations, Sublessee shall report these violations immediately to the Sublessor. The Sublessee shall, at its own expense, be responsible for any costs incurred as a result of its violation of the aforementioned federal, state, and local laws, rules, regulations, and standards.

5. NOTIFICATION: No notice, order, direction, determination, requirement, consent and/or approval under this Agreement shall be of any effect unless it is in writing. Any written notice, request, or demand required or permitted by this Agreement shall be properly given if sent by certified, registered, or first-class mail, postage prepaid. Notices may be sent by email, delivery and read receipts requested, by agreement of the parties. All written notices to be given pursuant to this Agreement shall be addressed as follows:
 - a. Sublessor's Representative: Amy Newbury, Director of Administration (or her successor), New Hampshire Department of Safety, 33 Hazen Drive, Concord, New Hampshire 03305.
 - b. Sublessee's Representative: Jonathan Goldman, Chief Coordinator (or his successor), Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia, New Hampshire 03246.

6. CONFLICT RESOLUTION: In the event of any dispute hereunder, the matter shall be submitted to the Commissioner of the State of New Hampshire, Department of Administrative Services, whose interpretation of this agreement and decision regarding any dispute shall be final.

7. CONDITION OF THE PREMISES; ACCEPTANCE: Sublessee is familiar with the

condition of the Premises and accepts them in "as is" condition without any representation or obligations on the part of Sublessor to make any alterations, repairs, or improvements.

8. UTILITIES, JANITORIAL SERVICES, RUBBISH REMOVAL, SNOW REMOVAL, and GROUNDS SERVICES:
 - a. Sublessee shall furnish at its own expense electricity, heat, telecommunications, and data services to the Premises and shall be responsible for making direct payment to the providers of all such services.
 - b. Sublessee shall furnish at its own expense all janitorial services, rubbish removal, recycling services, snow shoveling, snow plowing and removal services to the Premises and shall make direct payment to the providers of all such services.
 - i. Snow Removal and Surface Treatment: Sublessee shall be solely responsible for providing snow shoveling and surface treatment of all pathways leading into the Premises. Sublessor shall be responsible for all plowing, removal, and surface treatment of the parking lot and driveway serving the Premises, as well as snow plowing and removal services in the adjacent driveway and parking lot areas serving the remainder of the Building.
 - c. Sublessor shall furnish water and sewer services to the Premises by arrangement with Legacy at Laconia LLC, or its successor, as the anticipated landowner after final completion of the pending sale of the Lakes Region Facility.
 - i. In the event that infrastructure used to provide such services to the Premises should require repair or replacement, Sublessor shall be responsible for performance of such repair or replacement work subject to oversight by and coordination with Legacy at Laconia LLC, or its successor, as the anticipated landowner after final completion of the pending sale of the Lakes Region Facility; provided, however, that Sublessee shall reimburse Sublessor for provision of such work if the repair is within ten (10) feet of the Building foundation. The Sublessee shall reimburse Sublessor for the invoiced cost of such work, with payment due thirty (30) days after receipt of an invoice therefor.
 - d. Sublessor shall provide grounds services, which shall include mowing and lawn services and maintenance of any landscaping elements within the Premises.
9. MAINTENANCE AND REPAIR: Sublessee agrees to maintain the Premises in good repair and in accordance with all applicable regulations, ordinances, or codes. Sublessee shall protect, repair, and maintain the Premises in good order and condition at its sole expense and without cost or expense to Sublessor, such maintenance to include, without limitation, building systems such as the roof, boiler, plumbing systems, and electrical systems. Sublessee is responsible for all repairs due to vandalism, wear, or negligence on the part of the Sublessee, its employees, assignees, or guests and they shall exercise due care in protecting the Premises against damage or destruction by fire, vandalism, theft, or other causes. Alternatively, if required by Sublessor, and Sublessee is responsible for such damage or destruction, then Sublessee shall pay Sublessor money in an amount sufficient to compensate for the loss sustained by the current landowner for damage to or destruction of the Premises.
 - a. Maintenance and repairs shall be subject to the general supervision and approval of Sublessor and;

- b. Shall be subject to such rules and regulations as Sublessor may prescribe from time to time.
10. **RIGHT OF ENTRY:** Any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the Premises at any time (with reasonable notice) for any reasonable purpose, including inspection, and Sublessee shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee, or contractor thereof.
11. **IMPROVEMENTS AND CONSTRUCTION:** Other than ordinary maintenance in accordance with the usual and customary standards of the craft involved, no construction, improvements, additions, or alterations shall be made to the Premises without prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. Any request for such written consent must fully define the proposed scope of work, name the vendor(s) and contractor(s) to be used, and detail any and all work requiring integration with the Building's mechanical systems or that is structural in nature. Sublessor further reserves the right to define means, methods, materials, and specific contractors to be utilized in performing the work. All improvements and construction undertaken by Sublessee to or on the Premises or to or on the Building of which the Premises are a part shall be at the sole risk and expense of Sublessee, such responsibility to include procuring and paying for any required permits, engineering fees, testing, or certificates.
- a. Notwithstanding anything contained herein to the contrary, Sublessor reserves the right to improve the Premises at the expense of Sublessor. Provided, however, that Sublessor shall coordinate with Sublessee to ensure such improvements do not materially interfere with the operations of Sublessor.
12. **FIXTURES AND FURNITURE:** Sublessee shall be responsible for provision of all furniture, fixtures, and equipment necessary for its use and occupancy of the Premises; all furniture, fixtures, and equipment so provided shall remain the property of Sublessee at the end of the Term.
13. **EVENTS OF DEFAULT; REMEDIES:**
- a. **EVENTS OF DEFAULT:** Any failure of Sublessee to perform any of the covenants and conditions of this Agreement shall constitute an event of default.
 - b. **REMEDIES:** Upon the occurrence of any event of default, Sublessor may:
 - i. Give Sublessee a written notice specifying the event of default and requiring it to be remedied within thirty (30) days after the date of the notice, unless a longer cure period is specified in the notice of default; and,
 - ii. If the event of default is not timely remedied, terminate this Agreement effective seven (7) days after giving Sublessee notice of termination; and
 - iii. If the event of default is a failure to comply with section 11 hereof, require Sublessee at its sole risk and expense to restore the Premises to the condition they were in prior to the event of default, and, if Sublessee shall fail to do so, then Sublessor shall have the right to restore the Premises itself, with the risk and expense of such restoration being hereby assigned to and assumed by Sublessee; and,

- iv. Re-enter and take possession of the Premises; and,
- v. Deem this Agreement as having been breached and pursue any available remedies at law and in equity.

14. LIABILITY and INDEMNIFICATION:

- a. Sublessor shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incidental, to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the Premises and its use and occupancy by Sublessee, or damage to Sublessor's property, or damage to the property, or injuries to the persons, of Sublessee or any officers, employees, servants, agents, or contractors thereof, or others who may be at the Premises at their invitation or the invitation of any one of them, arising from their activities at the Premises.
 - b. Sublessee agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein and will settle and pay any claims arising out of Sublessee's renovation, use, and occupancy of the Premises and those portions of the Building and surrounding grounds of which the Premises are a part. Sublessee expressly waives all claims against Sublessor, the State of New Hampshire, and its successor landowners of the Lakes Region Facility for any such loss, damage, personal injury, or death caused by or occurring by reason of, or incident to, Sublessee's possession and/or use of the Premises, or as a consequence of the conduct of activities or the performance of responsibilities by Sublessee under this Agreement.
 - c. Sublessee agrees to indemnify, save, hold harmless, and defend Sublessor, the State of New Hampshire and successor landowners of the Lakes Region Facility, their officers, employees, and agents from and against all suits, claims, or actions of any sort resulting from, related to, or arising out of any activities conducted by Sublessee under this Agreement and any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action by Sublessee giving rise to liability for Sublessor, the State of New Hampshire, or successor landowners of the Lakes Region Facility, civil or criminal, or responsibility, under federal, state, or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.
15. INSURANCE: During the Term and any extension thereof, the Sublessee shall, at its sole expense, obtain and maintain in force, and shall require any contractor of Sublessee entering the Premises 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 (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 dollars (\$1,000,000) per occurrence and not less than three million dollars (\$3,000,000) general aggregate; with Excess/Umbrella Liability coverage of not less than one million dollars (\$1,000,000). 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 of insurance shall contain a clause requiring the insurer to endeavor to provide the Sublessor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Sublessee shall deposit with the Sublessor certificates of insurance for all insurance required under this Agreement (or for any extension or amendment thereof), which certificates shall be attached hereto and are incorporated herein by reference. During the Term of the Agreement the Sublessee shall furnish the Sublessor 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.

a. **WORKERS' COMPENSATION INSURANCE:** To the extent the Sublessee is subject to the requirements of NH RSA chapter 281-A, Sublessee shall maintain, and require any subcontractor or assignee to secure and maintain, adequate Workers' Compensation coverage appropriate for the activities to be conducted on the Premises pursuant to, or as contemplated by, this Agreement. Sublessee shall furnish Sublessor proof of Workers' Compensation coverage in the manner described in N.H. RSA chapter 281-A, and any applicable renewal(s) of such proof of coverage, which proof of coverage shall be attached hereto and is incorporated herein by reference. Sublessor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Sublessee, or any subcontractor of Sublessee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the activities to be conducted on the Premises pursuant to, and as contemplated by, this Agreement.

16. **EQUAL OPPORTUNITY:** Sublessee shall not discriminate against any person or persons or exclude any persons from participation in Sublessee's operations, program, or activities conducted in the Premises or at the Building of which the Premises are a part, because of race, color, age, sex, handicap, national origin, or religion. Sublessee, by executing this Agreement, hereby assures Sublessor that it shall, at all times while this Agreement is in effect, comply with the provisions of Title VI of the Civil Rights Act, as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and Licensor of Defense Directive 5500.11, May 27, 1971, as amended.

17. **SUBLESSEE'S RELATION TO SUBLESSOR:** It is understood and agreed by the parties that in the performance of this Agreement Sublessee is in all respects a separate and independent entity for purposes of this Agreement and is neither an agency nor an employee or contractor of the State of New Hampshire, and neither Sublessee nor any of its employees are entitled to any benefits, workers' compensation, or emoluments provided by the State to its employees.

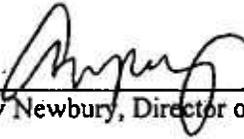
18. **WAIVER:** No failure by either party to enforce any provisions hereof after any event of default on the part of the other party shall be deemed a waiver of its rights with regard to that event, or any subsequent event, and no express waiver of an event of default shall be deemed a waiver of the waiving party's rights to enforce each and all of the provisions herein upon any further or other default on the part of such party.

19. ASSIGNMENT OR SUBLET: Sublessee shall not assign or otherwise transfer any interest in this Agreement, or further sublet any portion of the Premises, without the prior written consent of Sublessor.
20. AMENDMENT: This Agreement may be amended only by an instrument in writing signed by the parties hereto, and only after authorization of such amendment by the Governor and Executive Council of the State of New Hampshire.
21. SURRENDER OF PREMISES: In the event that the Term, or any renewal or amendment thereof, expires or terminates, Sublessee shall peacefully quit and deliver up the Premises to Sublessor in good order and broom clean condition, reasonable wear, tear, and obsolescence excepted, and shall surrender all improvements, alterations, accessions, or additions made by Sublessee which cannot be removed without causing damage to the Premises. Sublessee shall remove all of its furnishings and personal property, and if it fails or neglects to remove such items, then, at the option of Sublessor: such property shall become property of Sublessor without compensation therefore; or, such property may be removed from the Premises by Sublessor and disposed of, and the cost of such removal and disposal shall be billed to Sublessee.
22. CONSTRUCTION OF AGREEMENT AND TERMS: This Agreement, 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 and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
23. ENTIRE AGREEMENT: This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
24. AUTHORIZATION OF AGREEMENT: This Agreement shall not become effective prior to final authorization by the Governor and Executive Council (G&C) pursuant to RSA 10:11 (disposal of a real property interest in the Lakes Region Facility). Finalization, execution, and authorization of this Agreement by G&C are conditions precedent to the closing of the pending sale of the Lakes Region Facility as set forth in the Purchase and Sale Agreement between the State and Legacy at Laconia LLC having an effective date of December 21, 2022 (G&C Meeting Agenda Item # 96A). This Agreement shall become effective only upon the final closing of the pending sale of the Lakes Region Facility to Legacy at Laconia LLC, or its assignee, as set forth in section 2.a. of this Agreement.

[signatures on next page]

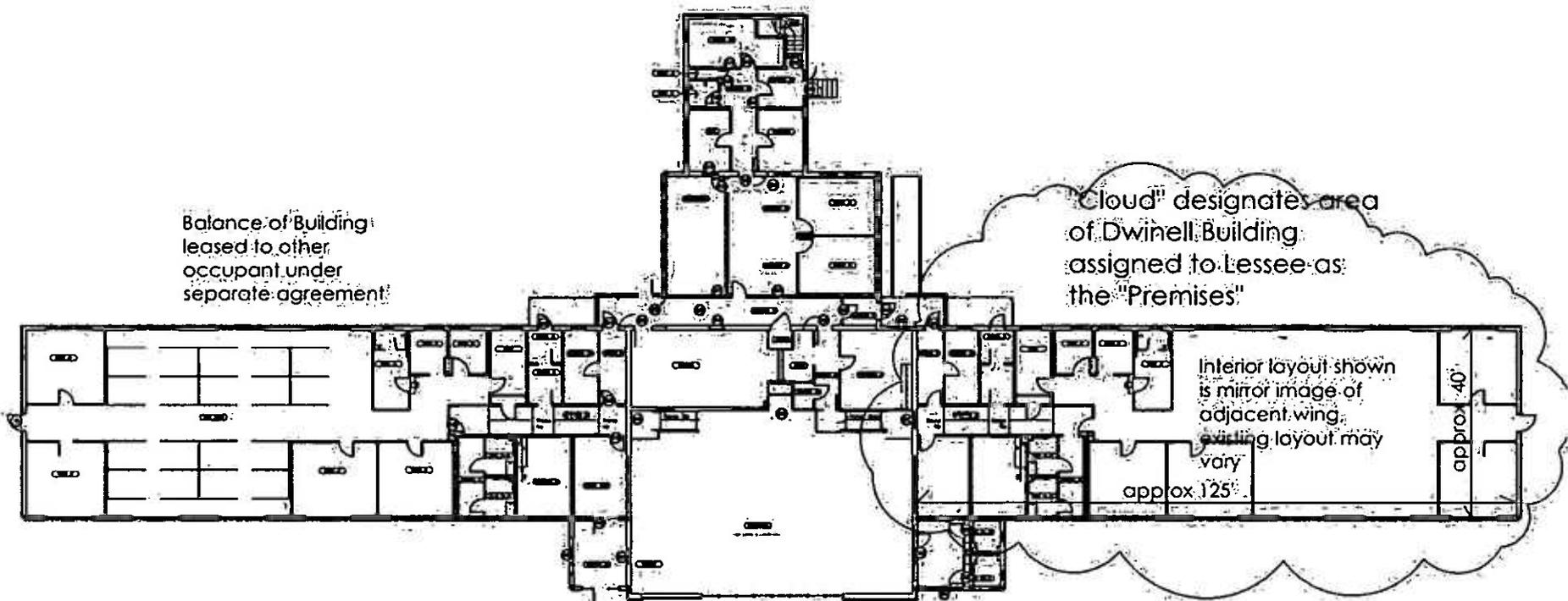
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

SUBLESSOR:
STATE OF NEW HAMPSHIRE
By and through its
DEPARTMENT OF SAFETY

By: 
Amy Newbury, Director of Operations

SUBLEESSEE:
LAKES REGION MUTUAL FIRE AID ASSOCIATION

By: 
Jonathan Goldman, Chief Coordinator



Balance of Building leased to other occupant under separate agreement

"Cloud" designates area of Dwinell Building assigned to Lessee as the "Premises"

Interior layout shown is mirror image of adjacent wing; existing layout may vary

approx. 125'

approx. 40'

ATTACHMENT A
DEMISE of PREMISES for:
Lakes Region Mutual Aid

State of New Hampshire
 Lakes Region Campus
 One Highway Path, Laconia NH
Dwinell Building



Lakes Region Mutual Fire Aid

62 Communications Drive • Laconia, New Hampshire 03246
603.528.9111 • Fax 603.528.5989 • www.lrmfa.org



Jonathan M. Goldman, CPE
Chief Coordinator

Paul D. Steele, Jr.
Deputy Chief Coordinator

Lakes Region Mutual Fire Aid Association

Delegation of Signature Authority

The Delegation of Signature Authority, enacted by the Executive Committee of the Lakes Region Mutual Fire Aid Association, applies to any and all contractual agreements entered in by the Lakes Region Mutual Fire Aid Association. This shall include any and all documents in whatever form and for whatever purpose, including but not limited to the following: Deeds, Leases, Contracts, Certificates, Reports, Releases, Waivers, Proxies, Agreements, Federal and State Applications, Licenses, Registrations, Affidavits, Pleadings, and Responses.

Authorized Signatures:

Jonathan M. Goldman, Chief Coordinator
Michael Sitar, President/Chairman of the Board

This authority is granted on June 7, 2022, and shall remain in effect until revoked or revised.

Rene Lefebvre, Director

David Bengtson, Director

Kirk Beattie, Director

Paul Dexter Secretary/Treasurer

State of New Hampshire, County of Belknap the foregoing instrument was acknowledged before me on this 7th day of June, 2022

Erin L. Hannafin, Notary Public

STATE OF NEW HAMPSHIRE

Inter-Department Communication

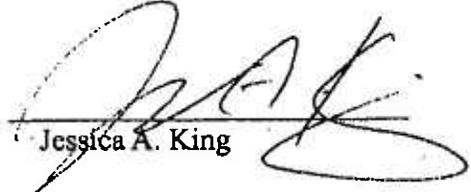
DATE: February 29, 2024

FROM: Jessica A. King
Senior Assistant Attorney General

SUBJECT: Approval of Lease to State of New Hampshire and Sublease to the Lakes Region Mutual Fire Aid Association

TO: Amy Newbury, Director of Administration
NH Department of Safety

The Office of the Attorney General has reviewed the Lease between the State of New Hampshire and Legacy at Laconia LLC for rental of the premises located in the Dwinell Building at the former Laconia State School. Further, the Office of the Attorney General has reviewed the sublease between the State of New Hampshire and the Lakes Region Mutual Fire Aid Association for the same premises. The lease and sublease are approved for form and substance.


Jessica A. King



CERTIFICATE OF COVERAGE

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

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

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

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Lakes Region Mutual Fire Aid 62 Communications Drive Laconia, NH 03246		Member Number: 529	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000
			General Aggregate	\$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$ 2,000,000
			Aggregate	\$ 10,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, Department of Safety 33 Hazen Drive Concord, NH 03305			By: <i>Mary Beth Purcell</i>
			Date: 3/1/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax