

Staff Report
Scarpetti Edgewater Drive Proposal
June 11, 2014

AGENDA NO. 14-046
DATE: ~~14-046~~ 6/11/14

Background: Mr. Paul Scarpetti came to the Council earlier this year to discuss a proposal regarding land he owns on Edgewater Drive and a class six road adjacent to this land. (See his proposed agreement attached.) Since that time he has refined his proposal through meetings with staff, the Planning Board and the Conservation Commission.

Issue: Whether the Council is willing to discontinue the class six road and give him the land under the road and the Town's property between the road and the Merrimack River in exchange for an access and a utility easement through a private road and a riverside park, which he would be responsible for developing.

Discussion: The issue of discontinuing a very old class six road along the Merrimack River, and giving up a considerable amount of shoreline, is certainly something that the Council should consider very carefully. The Council should also make sure it feels comfortable with the private road access and park land that they are getting in exchange.

Fiscal Impact: There will be no direct immediate impact. There is a question of whether this is an equal exchange but given the particular circumstances of these parcels and rights it is difficult to determine.

Recommendation: I would recommend that the Council discuss these and any other issues they believe appropriate so Councilors feel comfortable this is a good deal for the Town. As I write this, the Town Attorney is reviewing this agreement, and I should have his opinion by the time of this meeting. As is your custom, I would suggest after a thorough discussion you either ask Mr. Scarpetti for more information or move it to the next agenda for a vote.

Prepared by: Dean E. Shankle, Jr.


Dean E. Shankle, Jr., Ph.D.
Town Administrator

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2014, by and between **JOCELYN SCARPETTI**, an individual with an address of 7 Marcel Way, Hooksett, New Hampshire 03106 ("Scarpetti") and **THE TOWN OF HOOKSETT**, a New Hampshire municipality with an address of 35 Main Street, Hooksett, New Hampshire 03110 (the "Town"). (Scarpetti and the Town are hereinafter referred to collectively as the "parties" and each individually as a "party").

WITNESSETH:

WHEREAS, Scarpetti is the owner of certain real property located on Edgewater Drive in Hooksett, New Hampshire, currently known as Tax Map 1, Lot 4, by deeds recorded in the Merrimack County Registry of Deeds at Book 2780, Page 1534, Book 2755, Page 810 and Book 2766, Page 1433, respectively (the "Scarpetti Property"); and

WHEREAS, the Town has laid out a portion of Edgewater Drive, northerly of the Class V portion of Edgewater Drive, as a Class VI road, which road goes through the Scarpetti Property (the "Class VI Road"); and

WHEREAS, the Town tax maps designate the Town as the owner of certain strip of raw land in Hooksett, New Hampshire, lying between the Class VI Road and the Merrimack River, said strip of land currently referred to as Tax Map 1, Lot 6 (the "Town Strip"), although no instrument has been located which grants such property to the Town; and

WHEREAS, portions of the Class VI Road and the Town Strip have eroded into the Merrimack River over time, and it is likely that such lands will continue to be subject to additional erosion in the future; and

WHEREAS, the parties have reached an agreement in which the Town shall discontinue the Class VI Road and convey the Town Strip to Scarpetti in exchange for an access and utility easement through the Scarpetti Property, as well as a recreation easement on a portion of the Scarpetti Property, all as more fully described hereinbelow; and

WHEREAS, the locations of the Class VI Road, the Town Strip and the Scarpetti Property are all identified on a plan entitled "Existing Boundary Exhibit Prepared for Jocelyn Scarpetti, Tax Map 1 Lot 4, Edgewater Drive, Hooksett, New Hampshire", prepared by Joseph M. Wichert, LLS, Inc., dated February 7, 2014, with revisions, said plan on file with the Town of Hooksett and attached hereto as Exhibit A; and

WHEREAS, the location of the new access and utility easement and the recreation easement are all identified on a plan entitled "Proposed Boundary Exhibit Prepared for Jocelyn Scarpetti, Tax Map 1 Lot 4, Edgewater Drive, Hooksett, New Hampshire", prepared by Joseph M. Wichert, LLS, Inc., dated February 7, 2014, with revisions, said plan on file with the Town of Hooksett and attached hereto as Exhibit D.

NOW THEREFORE, in consideration of the respective agreements and mutual promises

hereinafter set forth, Scarpetti and the Town hereby agree as follows:

1. Exchange of Property and Easement Rights

The Town and Scarpetti desire to enter into a transaction in which the Town shall discontinue the Class VI Road and convey the Town Strip to Scarpetti in exchange for an access and utility easement through the Scarpetti Property, as well as a recreation easement on a portion of the Scarpetti Property (collectively the “New Easements”), pursuant to the terms and conditions set forth below. The form of the conveyance of the Town Strip is set forth as Exhibit C. The form of the deed conveying the Easements to the Town is set forth as Exhibit B.

2. Property: Title and Condition

(a) Town Strip

At the Closing (as hereinafter defined), the Town shall convey to Scarpetti all of its right, title and interest in and to the Town Strip, by delivery of a quitclaim deed, duly executed and acknowledged, and in the form set forth at Exhibit C of this Agreement. Such fee simple title shall be clear, insurable and marketable subject to easements, conditions and restrictions of record deemed acceptable by Scarpetti. Scarpetti, at its option, may waive any defects in title and take such title as the Town is able to convey, subject to the terms and conditions set forth in Section 3 below. The Town shall convey the Town Strip to Scarpetti “as is”, “where is” and “with all faults” as to its physical condition.

(b) Easements

At the Closing, Scarpetti shall convey the New Easements, by way of a warranty deed with quitclaim covenants, the form of which is set forth at Exhibit B. Title to the New Easements shall be clear, insurable and marketable, subject to easements, conditions and restrictions of record deemed acceptable to the Town. The Town may waive any defects in title and take such title as Scarpetti is able to convey, subject to the terms and conditions set forth in Section 3 below.

3. Contingencies

(a) The Town’s obligation to convey the Town Strip to Scarpetti is contingent upon the following:

(i) Due Diligence. During the period which is thirty (30) days following the Effective Date of this Agreement (the “Due Diligence Period”), the Town, at the Town’s sole cost, expense, and risk, may conduct inspections, title searches, surveys, assessments, investigations, studies and inquiries into the Scarpetti Property (from which the New Easements shall be granted) which the Town may deem appropriate to determine the feasibility and suitability of the New Easements; to conduct a title search; and to review and approve all other matters as the Town shall deem necessary and appropriate in connection with the New Easements. The Effective Date is the date on which all parties to this Agreement have properly executed this Agreement. Any damage to or destruction of the Scarpetti Property as a result of

any inspection, examination, and/or investigation performed on or at the Scarpetti Property by the Town or its agents and contractors shall be promptly repaired and restored by the Town so that the Scarpetti Property shall be left in at least as good condition as it was prior to such activities. The Town shall indemnify, defend and hold Scarpetti free and harmless from any and all damages, injuries, losses, fees, expenses and costs related to or arising out of a breach of the foregoing agreements by the Town or as a result of the due diligence conducted by the Town.

(ii) Objections. Regarding due diligence objections, prior to the expiration of the Due Diligence Period, the Town shall review all due diligence findings, and, if any such findings are objectionable to the Town, the Town may notify Scarpetti in writing. If Scarpetti fails or elects not to cure the objections, the Town may elect to either: (i) proceed with this Agreement, in which case the due diligence objections shall be deemed waived by the Town; or (ii) terminate this Agreement by written notice to Scarpetti.

(iii) Council Vote; Town Approvals. The Town's obligation to close pursuant to this Agreement is subject to the discontinuance of the Class VI Road by the Town Council of the Town of Hooksett, which discontinuance may be conditioned upon conveyance of the New Easements. It is also conditioned upon any and all necessary and proper approvals by the Town, including the satisfaction of any conditions thereto, required to convey the Town Strip to Scarpetti.

(iv) New Easements Conveyance. The Town's obligation to close pursuant to this Agreement is subject to the conveyance of the New Easements to the Town, which shall occur at the same time as the conveyance of the Town Strip to Scarpetti. If, for any reason, Scarpetti obligation to convey the New Easements to the Town is terminated, then this Agreement shall terminate and be of no further force or effect.

(b) Scarpetti's obligation to provide the New Easements on the Scarpetti Property is contingent upon the following:

(i) Due Diligence. During the Due Diligence Period, Scarpetti may conduct inspections, surveys, title searches, assessments, investigations, studies and inquiries regarding the Town Strip, the Class VI Road and the Scarpetti Property, including such due diligence related to its intended development of the Scarpetti Property. All damage to or destruction of the Class VI Road or the Town Strip as a result of any due diligence by Scarpetti, or its agents and contractors, shall be promptly repaired and restored by Scarpetti, its agents or contractors so that the Town Strip and Class VI Road shall be left in at least as good condition as there were prior to such activities. Scarpetti shall indemnify, defend and hold the Town free and harmless from any and all damages related to or arising out of a breach of the foregoing agreements by Scarpetti or as a result of such due diligence activities.

(ii) Objections. Regarding due diligence objections, prior to the expiration of the Due Diligence Period, Scarpetti shall review all due diligence findings, and, if any such findings are objectionable to Scarpetti, Scarpetti may notify the Town in writing. If the Town fails or elects not to cure the objections, Scarpetti may elect to either: (i) proceed with this Agreement, in which case the due diligence objections shall be deemed waived by Scarpetti; or (ii) terminate this Agreement by written notice to the Town.

(iii) Development Approvals for Scarpetti Property. Scarpetti's obligation to close pursuant to this Agreement is subject to the receipt of any and all final, unappealable federal, state and local approvals and permits for the development of the Scarpetti Property as a residential subdivision containing not less than six (6) residential, single family units, upon such conditions as are acceptable to Scarpetti in its sole discretion, and in a configuration as generally set forth in a conceptual plan attached hereto as Exhibit D.

4. Closing

(a) The closing hereunder shall occur on the later of thirty (30) days following the satisfaction of those conditions required by the Town in order to close, as set forth in Article 3(a), above, or the satisfaction by Scarpetti of those conditions required by Scarpetti in order to close as set forth in Article 3(b), above; provided that in any event, the closing shall take place by no later than _____, 2015 (the "Closing Date"). The Closing shall occur at a time and location mutually agreed upon by the parties.

(b) At Closing, the Town shall deliver the following documents to Scarpetti:

- (i) A quitclaim deed for the Town Strip, the form of which is attached hereto as Exhibit C;
- (ii) Evidence reasonably satisfactory to Scarpetti of the proper discontinuance of the Class VI Road;
- (iii) Evidence reasonably satisfactory to Scarpetti of the proper approvals for the conveyance of the Town Strip to Scarpetti.
- (iv) Any such other documents as might be reasonably requested to consummate the conveyance of the Town Strip to Scarpetti.

(c) At Closing, Scarpetti shall deliver the following documents to the Town:

- (i) A ~~warrantyquitclaim~~ deed for the New Easements, the form of which is attached hereto as Exhibit B;
- (ii) Any such other documents as might be reasonably requested to consummate the conveyance of the Easements to the Town.

(d) Each party shall deliver that party's respective share of necessary recording fees and transfer taxes, if any, as set forth below.

5. Deposits

Scarpetti shall pay a deposit of One Hundred Dollars (\$100.00) to the Town upon the Effective Date (the "Deposit") to bind this Agreement. No deposits shall be required of the Town in connection with the agreement to convey the New Easements to the Town.

6. Representations and Warranties

(a) Except where otherwise stated in this section, each party warrants and represents to the other, the following:

(i) All documents executed by each party which are to be delivered to the other party at the Closing will be duly authorized, executed and delivered by that party and are, and at the Closing will be, legal, valid and binding obligations of that party and, to the best of the executing party's knowledge, do not, and at the Closing will not, violate any provisions of any agreement to which that party is a party or to which the party is subject or bound.

(ii) Neither party has received notice of, and has no other knowledge or information of, any pending or threatened judicial or administrative action which would threaten the party's ability to perform its obligations under this Agreement, or which would result in any material adverse change to their respective properties, or any part thereof, or any rights associated with the properties.

(iii) There are no actions (legal or administrative), suits or other proceedings with respect to each party's respective property pending with respect to which legal process has been served on that party or threatened against the party.

(iv) To the best of each party's actual knowledge, their respective property is free from any Hazardous Material. For purposes of this Agreement the term "Hazardous Material" means: (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder and in any other federal or state environmental laws; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder and in any other federal or state environmental laws; (iii) any oil, petroleum products, and their by-products; (iv) without limitation, any asbestos, PCB, methane, volatile hydrocarbons, industrial solvents, any substance which is radioactive, toxic, noxious, ignitable, reactable or corrosive, or any other material or substance which has in the past or could cause or constitute a health, safety or other environmental hazard to any person or property; and (v) without limitation, any substance that is regulated by any federal, state, or local governmental authority in quantities in excess of those permitted by such government authority.

7. Payment of Costs and Taxes

Scarpetti shall pay the recording fees for discharges or releases of any liens or encumbrances on the Scarpetti Property required to be discharged or released prior to the transfer of the New Easements to the Town. The Town shall pay the recording fees for discharges or releases of any liens or encumbrances on the Town Strip or the Class VI Road required to be discharged or released prior to the transfer of the Town Strip to Scarpetti. Each party shall be responsible for paying its share, under New Hampshire law, of the cost of any New Hampshire real estate transfer tax related to the transfer of properties or property rights under this Agreement. There shall be no proration of taxes.

8. Indemnification

Each party hereby agrees to indemnify the other party, and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any misrepresentation or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement. This Section shall survive the Closing of this Agreement.

9. Destruction

Each party shall bear the risk of all loss, destruction or damage for its own properties or any portion thereof, from any and all causes whatsoever until and including the Closing Date. Each party agrees to promptly notify the other party in the event of any material damage or destruction of its property. In the event of a termination of the entirety of this Agreement pursuant to this Section 9, the Town shall return the Deposit to Scarpetti.

10. Possession

At the Closing, full, sole and exclusive possession of the Town Strip, free of all tenants and possessions, shall be delivered to Scarpetti.

11. Assignment

Neither party shall assign any rights, title or interest in and to this Agreement without the other party's prior written consent. In the event of any such assignment, however, such party shall remain liable for its obligations under this Agreement.

12. Miscellaneous

(a) Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the earlier of actual receipt or upon (i) being mailed by certified mail, return receipt requested, or (ii) delivery by a national overnight delivery service to the address of the respective addressee, as set forth in the preamble of this Agreement. Any party may change their address for notice by delivering written notice of the new address to the other party.

(b) Authority and Binding Effect. The individuals signing this Agreement on behalf of each party has the authority to bind the respective party to the agreements, terms and conditions set forth herein. This Agreement shall be binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The representations and agreements contained herein shall extend to and be obligatory upon the administrators, successors and assigns of the parties hereto.

(c) Amendments and Termination. This Agreement may be amended or modified by, and only by, a written instrument executed by the parties.

(d) Continuation and Survival of Representations and Warranties. Except as otherwise herein set forth, all representations and warranties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the time of Closing and shall survive the Closing.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(f) Enforcement. In the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

(g) Default; Remedies. If either party defaults on their respective obligations set forth herein, the non-defaulting party has all rights and remedies set forth in this Agreement, at law or in equity.

(h) Exhibits. All Exhibits referred to in this Agreement shall be deemed to be attached hereto and made a part hereof.

(i) Submission. No party shall be bound by this unless and until this Agreement has been executed by both parties, and a fully executed copy has been delivered to each.

(j) Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(k) Waiver. No waiver by either party of any default or breach under this Agreement shall operate as a waiver of any future default, whether of like or different nature.

[Remainder of Page Intentionally Blank; Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESS:

JOCELYN SCARPETTI

Duly authorized

WITNESS:

TOWN OF HOOKSETT
a New Hampshire municipality

By: _____
Name: _____
Title: _____
Duly Authorized

EXHIBIT A

PLAN

EXHIBIT B

EASEMENT DEED

JOCELYN SCARPETTI , of 7 Marcel Way, Hooksett, New Hampshire 03106 (the “Grantor”), for consideration paid, grants to the **TOWN OF HOOKSETT**, a municipality organized and existing under the laws of the State of New Hampshire, with a principal address of 35 Main Street, Hooksett, New Hampshire 03110 (the “Grantee”), with WARRANTYQUITCLAIM COVENANTS, the following:

I. ACCESS AND UTILITY EASEMENT

A perpetual and non-exclusive easement, upon the terms and conditions hereinafter set forth, over a certain driveway on property of the Grantor situated in Hooksett, Merrimack County, New Hampshire, identified as “_____”(the “Driveway”) on a plan entitled “_____” and recorded in the Merrimack County Registry of Deeds as Plan No. _____ (the “Plan) for (i) access by pedestrians and non-motorized traffic over such Driveway, except as provided in this Deed; and (ii) the installation, maintenance, repair and replacement of any and all utilities, services and related appurtenances over, under, upon and through the Driveway as required by the Grantee, and for all other purposes incidental thereto.

CONSTRUCTION/MAINTENANCE AND REPAIR OF DRIVEWAY. The Grantor shall be responsible for constructing, maintaining, operating, altering, repairing the Driveway, whether currently existing or hereinafter installed, at its sole cost and expense, except any repairs necessitated by the willful, reckless or negligent conduct of the Grantee. In the event of such work, the Grantor shall restore the affected portions of the Driveway to a condition consistent with any and all municipal permits, regulations and approvals applicable to the Driveway, or otherwise to its condition prior to such work, to the extent reasonably possible, reasonable wear and tear excepted.

UTILITIES. The Grantor shall be responsible for the installation, maintenance, repair and replacement of utilities required by Grantor for the development of Grantor’s land adjacent to the Driveway, until such time as such utilities are accepted by a public or municipal utility. The Grantee shall be responsible for maintaining, operating, altering, repairing, removing, changing the size of or replacing any other utilities and related appurtenances it elects to locate within the Driveway, whether currently existing or hereinafter installed, at its sole cost and expense. In the event of such work, the Grantee shall restore the affected portions of the Driveway to its condition prior to such work, to the extent reasonably possible. All such work shall be carried out in a manner consistent with good engineering and construction practices, and in compliance with any applicable permits, approvals, law, rules and regulations. Except in the event of an emergency, the Grantee shall provide the Grantor, its successors and assigns, with at least ninety (90) days written notice of any work to be performed within the Driveway. The

Grantee shall ensure that any and all contractors and subcontractors performing labor or supplying materials on behalf of the Grantee are paid in a timely manner.

II. RECREATIONAL EASEMENT

A perpetual and non-exclusive easement, upon the terms and conditions hereinafter set forth, over and upon the common open space portions of property of the Grantor situated in Hooksett, Merrimack County, New Hampshire, identified as “_____” (the “Open Space”) on a plan entitled “_____” and recorded in the Merrimack County Registry of Deeds as Plan No. _____ (the “Plan). The easement shall not include any property subdivided into lots, limited common area lots, lot leases or such other lot delineations created as part of a development of a residential community on land of the Grantor.

A. USE OF OPEN SPACE. The Grantee, and its residents and their guests and invitees may use the Open Space for recreational purposes consisting of walking, biking, running, cross-country skiing, hiking and fishing, together with public parking adjacent to the Open Space, as shown on said Plan. The Open Space contains a picnic area for use by the Grantee, its residents and their guests and invitees, as illustrated on the Plan, which area shall be not less than fifty feet (50’) in length and shall be located between the Driveway and the top of the westerly bank of the Merrimack River. Use of the Open Space by motorized vehicles, including off-highway recreational vehicles and snowmobiles, is prohibited. The Open Space may not be used for any hunting or camping activities, and such activities are prohibited within the Open Space. No structures may be erected within the Open Space without the written consent of the Grantor. The use or consumption of alcoholic beverages or controlled substances is also prohibited within the Open Space. The Grantor shall be entitled to post signs at the northern and southern boundaries of the Open Space, at its sole cost and expense, to identify such permitted and prohibited uses and activities in the Open Space, and to instruct the Grantee’s residents, their guests and invitees to properly carry out or dispose of trash in designated containers in the Open Space.

B. MAINTENANCE OF OPEN SPACE. The Grantor shall be responsible for the maintenance of the Open Space, including the picnic area, at its sole discretion and sole cost and expense.

(The Driveway and Open Space are sometimes collectively referred to as the “Easement Areas”).

III. GENERAL CONDITIONS

A. COMPLIANCE WITH EASEMENT CONDITIONS AND LAW. The Grantee shall use reasonable efforts to ensure that its residents and their guests and invitees shall use the Easement Areas and conduct activities on the Easement Areas in accordance with the terms and conditions of this Easement Deed, and all applicable federal, state and municipal laws, rules, regulations, codes and ordinances. ~~Upon written notice to the Grantee, the Grantor shall be permitted to bar those residents, and their guests and invitees, from the Easement Areas in the event of a violation of these terms.~~

B. INDEMNIFICATION. In consideration of the foregoing grant and the privileges herein specified, the Grantee shall hold harmless, defend and indemnify the Grantor for all suits, demands, claims, losses, damages, causes of action and expenses, including reasonable attorney's fees, arising out of the actions or omissions of any and all agents, representatives, employees, contractors or subcontractors, guests or invitees using the Easement Areas pursuant to the rights and privileges granted in this Deed. The Grantor, in her sole discretion, may assume the defense of any and all such suits, demands, claims, losses, damages, causes of action and expenses at her sole cost and expense. The Grantor shall provide timely notice of any and all suits, demands, claims, losses, damages, causes of action and expenses to permit Grantee to conduct the defense. The indemnity shall not be effective in the event of suits, demands, claims, losses, damages, causes of action and expenses caused by the Grantor's negligent, reckless, willful or wanton conduct.

C. PROHIBITION ON MOTORIZED VEHICLES. The prohibitions in this deed pertaining to the use of motorized vehicles shall not apply to access by the State of New Hampshire, the or Town of Hooksett or any other law enforcement or municipal agency with proper jurisdiction, to the areas herein conveyed in the event of emergencies.

D. BINDING EFFECT. The rights, duties and obligations of the Grantor and Grantee are binding upon their respective successors and assigns.

(The signature page follows.)

DATED this ____ day of _____, 2014.

Jocelyn Scarpetti

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Jocelyn Scarpetti.

Notary Public/Justice of the Peace

My Commission Expires: _____

(SEAL)

EXHIBIT C

QUITCLAIM DEED

THE TOWN OF HOOKSETT BY AND THROUGH ITS TOWN COUNCIL, a New Hampshire municipality organized and existing under the laws of the State of New Hampshire, with a principal address of 35 Main Street, Hooksett, New Hampshire 03110, for consideration paid, grants to **JOCELYN SCARPETTI**, of 7 Marcel Way, Hooksett, New Hampshire 03106 (the "Grantee"), all right, title and interest, if any, without covenants whatsoever, in and to a certain parcel of land situated in the Town of Hooksett, Merrimack County, New Hampshire, more particularly described as follows:

A portion of a certain tract or parcel of situated along the Merrimack River in Hooksett, Merrimack County, New Hampshire known as Tax Map 1, Lot 6 that is contiguous to property of the Grantee known as Tax Map 1, Lot 4 and situated easterly of Edgewater Drive.

This deed is given pursuant to a resolution # _____ of the Hooksett Town Council, dated _____, 201__.

(The signature page follows.)

DATED this ____ day of _____, 2014.

TOWN OF HOOKSETT

By: _____
Name:
Title:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2014, by _____, as _____ of the Town of
Hooksett Town Council.

Notary Public/Justice of the Peace

My Commission Expires: _____

(SEAL)

EXHIBIT D
CONCEPTUAL DEVELOPMENT PLAN

52484614 v2

**Staff Report
Use of Funds for Purchase
June 11, 2014**

AGENDA NO. 14-047
DATE: 6/11/14

Background: The Hooksett Police Department is in the process of transitioning the emergency vehicle fleet with a replacement and repair program started and recommended through the audit by PSSG. Part of this program includes the regular replacement of emergency response vehicles and the repurposing of older patrol vehicles to other non-emergency department uses.

Issue: To encumber existing funds from the current "2013-2014" fiscal budget in the amount of \$73,001.98. This price includes the cost of the two SUV Explorer vehicles at \$26,919.25 each, which is lower than the current state bid pricing plus warranty coverage for each vehicle at \$1,145.00 plus up fit with new emergency equipment at \$8,017.99 each and \$419.00 each for graphics. These vehicles are unable to use any emergency equipment from the current Ford Crown Victoria's.


Discussion: The encumbrance of monies from "2013-2014" budget is recommended by Chief Bartlett in order to purchase two 2014 Ford explorer police vehicles from a Ford dealership participating in the state vehicle bid program. Currently we have two 2008 Ford Crown Victoria vehicles with well over 95000 miles on them and recently decommissioned a 2006 Ford Crown Victoria with 109,000 miles. These older vehicle have reached the life expectancy and will continue to cost money for repair in order to keep them operational. Chief Bartlett believes it to be prudent to purchase new vehicles and begin the transitional portion of the replace and repurpose program.

Fiscal Impact: The encumbrance of this funding comes from line items in the current fiscal budget and will be \$73,001.98.

Recommendation: Motion to purchase two new police vehicle in the amount of \$73,001.98.

Prepared by: Peter Bartlett, Chief of Police

Town Administrator Recommendation: *concur*



Dean E. Shankle, Jr., Ph.D.
Town Administrator

**Staff Report
Encumbrances
June 11, 2014**

AGENDA NO. 14-048

DATE: 6-11-14

Background: In accordance with RSA 32:7, all appropriations shall lapse at the end of the fiscal year unless it meets one of six exceptions:

- I. Encumbered by a legally enforceable obligation created by contract
- II. Capital Reserve Funds and Trust Funds
- III. Issuance of Bonds or Notes
- IV. Anticipated Grants from State, Federal or private sources
- V. Special warrant article at properly noticed meeting for which appropriations is available
- VI. Special warrant articles that are written longer than one year, but not over five years

Discussion: The following projects met the first exception, which is a contractual obligation. A copy of the contracts can be found in the reading file. Any equipment or service received by June 30th will reduce the amount of encumbrance requested automatically.

1	Human Resources Software - 001-100.4150-342.000 -Contract with BS&A Software. Software will be installed on June 27 th with on-site training on September 24 th & 25 th .	\$11,900.00
2	Community Development Software - 001-100.4150-342.000 -Contract with ViewPoint for Building Permits, Public Health, Licensing, Community Development and Public Works/Engineering modules.	\$14,950.00
3	Road Paving – 001-450.4312-720.000 -Contract with Brox to Pave Joann Drive \$88,003 and Park Lane \$49,459	\$137,462.00
4	Two New Police Vehicles - 001-400.4210-752.000 -2014 Ford Explorer \$28,064.25 each	\$56,129.00
5	Equipment for New Police Vehicles – 001-400.4210-752.000 -Emergency equipment and graphics \$8,436.99 each	\$16,874.00

Fiscal Impact: Please see attached BUDGET SUMMARY FY 2013-14. What's happening when funds are encumbered is \$237,315.00 of the FY 2013-14 budget will be added to next fiscal year's budget. As of May 28, \$1,703,087 is remaining in the general fund operating budget, after the encumbrances. On average the town spends \$1.4 million in the month of June. This would leave an estimate balance of \$300,000 in this year's budget.

Recommendation: Looking for a motion at the June 25th council meeting.

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation:


Dean E. Shankle Jr.
Town Administrator

TOWN OF HOOKSETT - BUDGET SUMMARY FY 2013-14

May 28, 2014

92.31% of the year has expired

47 pay weeks of 52 weeks has expired or 90.38%

Department	2013-14			2013-14		2013-14 Actual YTD	(Over) Under Expended YTD	Percent Expended
	Approved Budget	Budget Transfers	* Budget Increases	Adjusted Budget	Requested Encumbrances			
Administration	862,682	26,000	-	888,682	(26,850)	843,734	18,098	94.94%
Assessing	294,556	14,887	-	309,443	-	235,171	74,272	76.00%
Community Development	384,791	(16,000)	-	368,791	-	313,027	55,764	84.88%
Family Services	253,928	768	-	254,696	-	154,134	100,562	60.52%
Finance	199,956	4,513	-	204,469	-	195,726	8,743	95.72%
Fire-Rescue	3,811,661	3,481	-	3,815,142	-	3,395,198	419,944	88.99%
Police	3,644,358	(33,000)	-	3,611,358	(73,003)	2,903,541	634,814	80.40%
Public Works	2,646,799	9,000	-	2,655,799	(137,462)	2,444,359	73,978	92.04%
Recycling & Transfer	1,121,294	(13,698)	-	1,107,596	-	847,721	259,875	76.54%
Tax Collection	251,204	(3,721)	-	247,483	-	208,679	38,804	84.32%
Town Clerk & Elections	22,750	72	-	22,822	-	13,550	9,272	59.37%
Administration's Budget	13,493,979	(7,698)	-	13,486,281	(237,315)	11,554,841	1,694,125	85.68%
Budget Committee	7,315	-	-	7,315	-	5,140	2,175	70.27%
Capital Leases	51,601	-	-	51,601	-	51,600	1	100.00%
Cemetery Commission	850	-	-	850	-	498	352	58.55%
Conservation Commission	11,625	-	-	11,625	-	5,191	6,434	44.65%
Debt Principal	-	-	-	-	-	-	-	0.00%
Debt Interest	-	-	-	-	-	-	-	0.00%
Debt Tax Anticipation Note (TAN)	1	-	-	1	-	-	1	0.00%
Library	547,164	7,698	-	554,862	-	554,862	-	100.00%
Total General Fund Operating Budget	14,112,535	-	-	14,112,535	(237,315)	12,172,133	1,703,087	86.25%
Sewer Department	1,947,007	-	-	1,947,007	-	-	1,947,007	0.00%
Town Building Maintenance CR	100,000	-	-	100,000	-	100,000	-	100.00%
Plow Dump Truck CR	80,000	-	-	80,000	-	80,000	-	100.00%
Fire Apparatus CR	50,000	-	-	50,000	-	50,000	-	100.00%
Drainage Upgrade CR	50,000	-	-	50,000	-	50,000	-	100.00%
R&T Pickup from Solid Waste	38,000	-	-	38,000	-	32,768	5,232	86.23%
Fire Prevention Utility Vehicle	30,000	-	-	30,000	-	29,186	814	97.29%
R&T Bobcat from Solid Waste	30,000	-	-	30,000	-	30,000	-	100.00%
Diesel Tank & Fuel Dispenser CR	25,000	-	-	25,000	-	25,000	-	100.00%
Fire Personal Protection Gear Purchase	24,000	-	-	24,000	-	23,942	58	99.76%
Fire Air Packs & Bottles CR	20,000	-	-	20,000	-	20,000	-	100.00%
Parks & Rec Facilities Development CR	15,000	-	-	15,000	-	15,000	-	100.00%
2013-14 Grand Totals	16,521,542	-	-	16,521,542	(237,315)	12,628,028	3,656,199	76.43%

* Budget Increases are Grants and Donations accepted by Town Council.

Staff Report
Performance Management
June 11, 2014

AGENDA NO. 14-049
DATE: 6-11-14


Background: The Project Coordinator has been working on performance measurement and management for the Town since last fall.

Issue: Council had asked at a previous meeting for an update on this project.

Discussion: The Project Coordinator will be providing an overview on the data that has been collected and the process conducted to date.

Prepared by: Katie Rosengren, Project Coordinator

Town Administrator's Recommendation: Discussion.


Dean E. Shankle, Jr., Ph. D.
Town Administrator

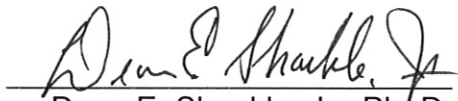
AGENDA NO. 14-050

DATE: 6-11-14

**Staff Report
Charge for Council Sub-committee
Meeting Date**

Background: At the last Council meeting Councilor Jennings was tasked with putting together a proposed charge for a Council sub-committee for performance overview. Attached is his draft.

Issue: Whether to form a sub-committee with this charge or take other related action as the Council decides.


Dean E. Shankle, Jr., Ph. D.
Town Administrator

Town Department Performance Study Sub-Committee Charge

Authority:

Hooksett Town Council

Purpose:

To evaluate town departmental policies by working with the town administrator to improve operating performance or general efficiency.

Membership

Two town council members, an alternate town councilor, and the Town Administrator or their designee

Schedule:

Meetings to be scheduled as needed.

Duties:

Working with the town administrator, the committee is to explore town department programs, initiatives or operations; to report to the town council specific performance, efficiencies, operational costs or other key performance indicators. The town council will assign through majority vote the specific scope of any study to be conducted by this committee. Department heads will be welcomed participants.

Reporting:

Reporting will be made to The Hooksett Town Council in a public meeting and / or non-public meeting, which ever is deemed appropriate for the information to be reported and is in accordance with NH RSA 91a.

AGENDA NO. 14-051
DATE: 6-11-14

Staff Report
Collection policy/Ambulance Billing Rates Update
06-11-14

Background: Hooksett Fire-Rescue is updating our collection policy/Ambulance billing rates per your request on 5-28-14. The rate increases and the policy update address increases in Medicaid/Medicare annual rates and address uncollected ambulance funds.

Issue: The issue is to increase our ambulance billing rates and to update the collection policy to address uncollected patient bills. This will keep the Town of Hooksett competitive with the surrounding communities like Goffstown and Bedford as far as ambulance billing rates are concerned.


Discussion: The discussion at hand is to approve the proposed rate increases in ambulance billing and to adopt the change to the collection policy.

Fiscal Impact: Increased revenue.

Recommendation: I would recommend that the Hooksett Town Council approves the proposed rate increases for ambulance billing and the collection policy updates.

Prepared By: Chief Michael Williams

Town Administrators recommendation: Concur, although I am wondering if the Council might want to hold a public hearing for the rate increases or at least hold off the vote until next meeting to see if there are any public comments.


Dean E. Shankle, Jr.
Town Administrator



Town Of Hooksett N.H.

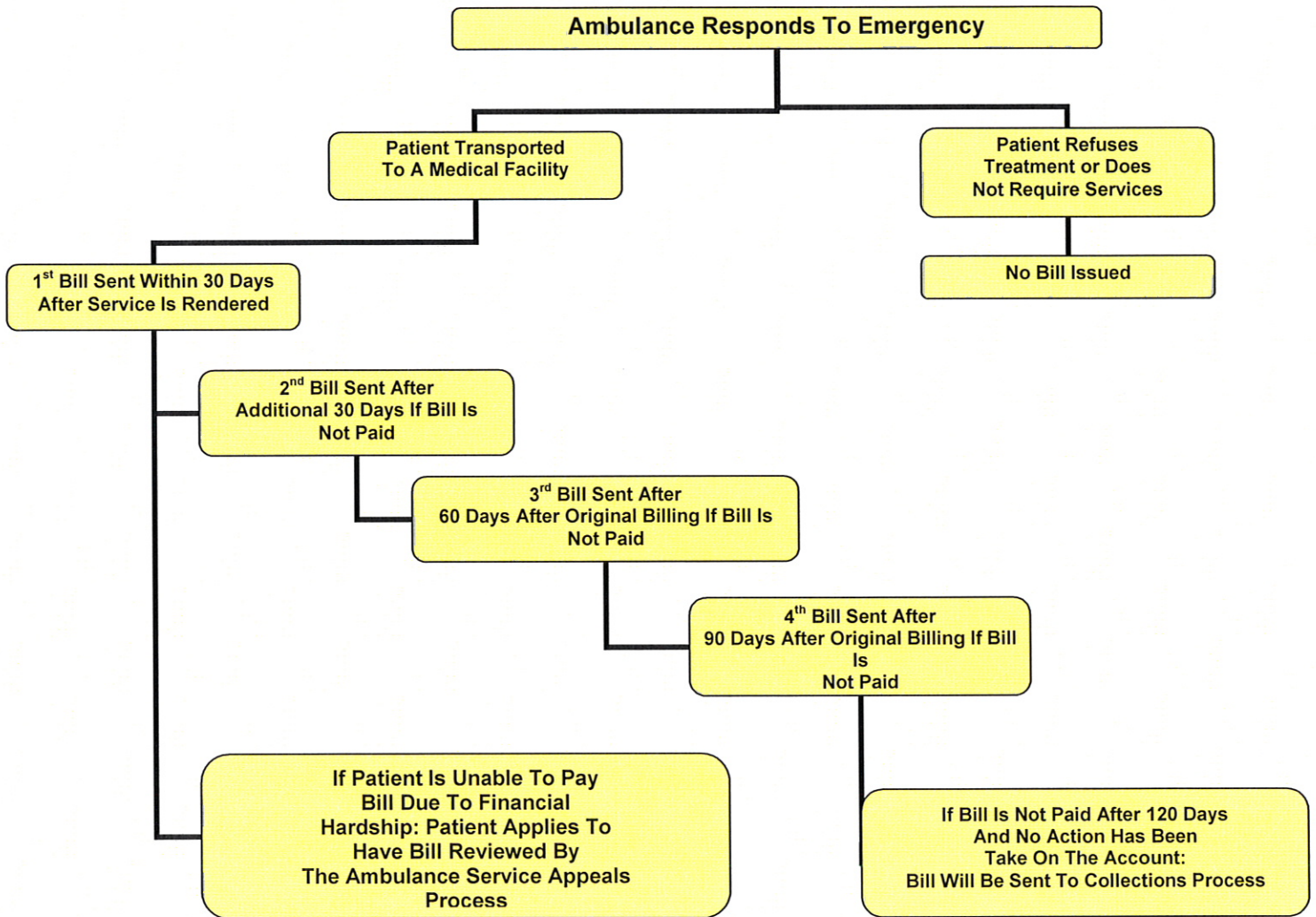
AMBULANCE SERVICE COLLECTION POLICY / AMBULANCE BILLING RATES

1. The Town of Hooksett / Hooksett Fire-Rescue Department intends to charge for all transported users or responsible parties that receive emergency ambulance services. The ambulance billing rates have been established to represent current Medicare Fees + 30% which will adjust annually with the current Medicare fees schedule. The 2014 recognized rates are as follows:

BLS Emergency Base Rate:	\$472.11
ALS 1 Emergency Base Rate:	\$560.64
ALS 2 Emergency Base Rate:	\$811.45
Mileage:	\$13.88
Airways:	\$114.00
Cardiac Monitor:	\$224.00
Defibrillation:	\$155.00
Disposable / Infectious:	\$117.00
IV Therapy:	\$172.00
Oxygen:	\$71.50
Paramedic Intercepts:	\$516.38

2. The Town of Hooksett Town Council and Hooksett Fire-Rescue will address patient concerns related to patient payment of ambulance service billable fees.
 - a. An Ambulance Service Appeals Review (aka Hardship Review) shall be maintained for those patients who feel the fee for the ambulance service causes an undue financial hardship. The review process will consist of a representative from the Fire department and the Town Administrator. Recommendations from this review shall be forwarded to the Town Council for final approval.
 - b. Any patient transported by the department who believes that the fees cause an undue hardship shall be informed by the Town's Ambulance Billing Agency that the Ambulance Service Appeals Review exists and that they may make application for consideration for a waiver of the fees or a payment plan for the fees. The patient shall have one hundred and twenty (120) calendar days to make application to the Town from the date of service, excluding any hospitalization days.
 - c. The Ambulance Service Appeals Review group shall meet at mutually agreed times and dates as necessary to discuss these hardships. A majority vote of the group shall decide all cases. If the patient is absolved of any or all parts of the obligation to pay the fee, Hooksett shall consider the outstanding debt as a loss. If the group and the town council rule that the patient should pay the fees, the Town of Hooksett shall be permitted to collect all fees by all means allowed by law.

PATIENT BILLING / COLLECTION PROCESS:



WRITE OFF CRITERIA / POLICY

Ambulance service hardship applications (see Attachment A) can be requested by any patient that has been transported by the Hooksett Fire-Rescue Department and feels he/she cannot financially cover the costs for ambulance services rendered. The Town of Hooksett / Hooksett Fire-Rescue Department shall establish Hardship criteria annually based upon the nationally recognized poverty income levels (based on family size). The person(s) requesting the Town of Hooksett to cancel any ambulance charges must show proof of income (i.e. financial statements, copy of latest tax return, payroll stubs) or special circumstances making it impossible to pay for any charges. Currently, the Town of Hooksett / Hooksett Fire-Rescue Department utilizes the following income criteria to determine eligibility to cancel any or all ambulance charges:

Family Size	Annual Income
1	\$ 10,830.00
2	\$ 14,570.00
3	\$ 18,310.00
4	\$ 22,050.00
5	\$ 25,790.00
6	\$ 29,530.00
7	\$ 33,270.00
8	\$ 37,010.00
Each additional person	Add \$ 3,740.00

The Town of Hooksett / Hooksett Fire-Rescue Department may exercise its right to reduce the ambulance charges based on the information submitted through the Hardship process or establish a monthly payment plan (see Attachment B) to resolve any charges due the Town of Hooksett by the patient(s).

The Town of Hooksett / Hooksett Fire-Rescue Department may also negotiate with payors a settlement charge to resolve any or all debts owed the Town of Hooksett / Hooksett Fire-Rescue Department due from ambulance charges.

When all collection procedures are exhausted, The Hooksett Town Council will write off any uncollected debt.

The Hooksett Fire Chief shall forward all write off / settlement recommendations to the Town Council for final approval. The Hooksett Town Council reserves the right to reduce or write-off ambulances charges as deemed appropriate by the Hooksett Town Council.

COLLECTION PROCESS:

The Town of Hooksett will send all delinquent patient accounts that have not been paid in full 120 days from the time of service to a contracted collection agency, unless they have applied for a financial hardship write-off. Once application has been made, the write-off policy will apply. All other accounts will be sent to the contracted agency for processing.

Collection Agency actions may include the following:

- Telephone and written notification to the patient (or responsible party) of the collection activity on the account.
- Reporting to the Credit Bureau (Equifax and Trans Union), after written 2nd written notification and a 35-day opportunity to pay the account.
- If all efforts fail to collect on any delinquent accounts, a decision will be made whether further action is necessary (i.e. legal action, additional written action) through dialogue between the collection agency and the Town.

**APPLICATION FOR AMBULANCE SERVICE FINANCIAL HARDSHIP
(ATTACHMENT A)**

I, _____ am requesting assistance with the ambulance service bill for (patient's name) _____, date of service _____, run number _____ for the amount of \$ _____. I am requesting: (please check one)

- Write-off of the entire amount.
- To pay the bill using a monthly payment plan. (Complete the next page only)

If requesting write-off of the ambulance bill, please complete the form below and mail to the above address within 30 days:

I understand that this application is made so that the fire department ambulance service can determine my eligibility for uncompensated services based on the established criteria on file at the fire department. If any information I have given proves to be untrue, I understand that the Fire Department and the Town of Hooksett may re-evaluate my financial status and take whatever action is deemed to be appropriate to recoup the ambulances charges owed.

I certify that the current information given is true and accurate to the best of my knowledge. I further attest that payment would create a hardship for me and I request a waiver of the ambulance service fee. Further, I will make application for any assistance (Medicare, Medical Assistance, Etc.) which may be available for payment of my ambulance service charges and I will assign or pay to the Fire Department the amount recovered toward the ambulance service charges.

Name: _____ Phone #: _____

Address: _____

Patient's Name: _____ Relationship to you: _____

Your household size: _____ Total annual household income: \$ _____

Employment: List current employer (or retirement information)

Insurance: List all medical insurance coverage

Insurance Company: _____ Policy Holder: _____

Policy Number: _____ Group Number: _____

Reason for request: Financial Hardship Other (Explain):

** Attach copies of past 2 pay stubs or show proof of income along with proof of you basic monthly expenses (utility bills, rent, or routine medications) you would like to consider to determine eligibility.

(Signature of Applicant)

(Date)

EXTENDED PAYMENT PLAN FORM
(ATTACHMENT B)

Use this form to agree to an extended payment program arrangement with the Town of Hooksett in order to pay your ambulance bill(s). Please complete every field on this form, sign it and mail the form to the address above within 30 days.

Run Number From Bill		Patient Social Security Number	
Patient's First Name	M.I.	Last Name	
Patient's Address	City/Town	State	ZIP
()	()		
Home Phone	Work Phone	email address	

I authorize the Town of Hooksett ambulance-billing agency to bill me once a month as indicated below. The Town of Hooksett will not charge you interest on this payment plan.

- Check this box to pay \$50 per month until your bill is paid in full.
- Check this box to pay \$25 per month until your bill is paid in full.
- Check this box to pay \$10 per month until your bill is paid in full.

Or, you can check the box below and indicate how much you desire to pay per month (Minimum \$10.00 per month).

- How much will you pay per month? Enter the amount here: \$ _____

Your signature below affirms that you need an extended payment arrangement and authorizes the Town of Hooksett and its ambulance-billing agency to bill you once per month for the amount indicated above until your bill is paid in full.

(Signature)	(Date)
-------------	--------

AUTHORIZING SIGNATURES:

The Ambulance Service Collection Policy shall be in effect as of the following date and supersede any / all previous established ambulance fee collection policy:

Date: _____

HOOKSETT TOWN COUNCIL

James Sullivan, Chairman

**Staff Report
District Court Lease
June 11, 2014**

AGENDA NO. 14-052
DATE: 6-11-14

Background: The present lease to the State of New Hampshire for the space for the District Court is set to expire in September.


Issue: Whether to enter into a four-year lease with the State with the following increases set to commence September 1, 2014: a 0% increase year one, 1% increases in year two and year three, and a 1.5% increase in year four. This would result in a total payment to the Town for the four-year lease term of \$296,367.84. Other terms and conditions stay the same as the current contract..

Discussion: Although the proposed increases are minimal, it is certainly true that having the District Court in Hooksett is a tremendous savings of time and money for our Police Department. The State has been good tenants and Public Works has a good working relationship with them. When issues arise they are reasonable and will bear some of the costs if they are not strictly maintenance-related. The Public Works Director agrees that this is a good deal for the Town.

Fiscal Impact: Minor increases in revenue. No apparent increased costs.

Recommendation: Approve the lease as proposed by the state.

Prepared by: Dean E. Shankle, Jr., Town Administrator



Dean E. Shankle, Jr., Ph. D.
Town Administrator

Dean Shankle

From: Nelson, Tammy L <Tammy.Nelson@nh.gov>
Sent: Friday, May 30, 2014 12:00 PM
To: Dean Shankle
Subject: Lease Agreement with the State of NH - Bureau of Court Facilities
Attachments: TOC_Lease_Hooksett.pdf; Demise Documents_Hooksett.pdf; P-44 Lease_Hooksett 6th Circuit Div_5 30 14.pdf; CERTIFICATE FOR MUNICIPALITIES.doc

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Dean,

My name is Tammy Nelson and I am working with Sarah Lineberry in the Bureau of Court Facilities. I will be your new point of contact for the lease agreement between the Town of Hooksett and the State.

Attached please find a four-year lease agreement set to commence September 1, 2014. The agreement reflects a 0% increase year one, 1% increase in year two and year three, and a 1.5% increase in year four. Each page of the lease, to include the table of contents and demise documentation will need to be initialed and dated. Also enclosed, you'll find a Certificate of Municipalities form which will need to be completed.

Please note there is an outstanding barrier-free access condition (under the current agreement) that we are looking to have resolved. You'll see this in Exhibit C, Part I.

We are hoping to have the lease agreement returned to our office before June 30th. I will follow up in a couple of weeks to check in on the status. In the meantime, please feel free to contact me with any questions.

Thank you.
Tammy

Tammy Nelson
Dept. of Administrative Services
Bureau of Court Facilities
25 Capitol Street
Concord, NH 03301
Phone: (603) 271-7977
Cell: (603) 419-0626
Fax: (603) 271-7978

State of New Hampshire
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ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of recommendation regarding lease issued by State of New Hampshire "Architectural Barrier-Free Design Committee"
2. Certificate of insurance issued by landlord's insurance provider documenting provision of coverage required under the lease (section 15)
3. "Vendor Number" assigned to landlord by the bureau of "Purchase and Property", number must be provided prior to lease submittal to Governor and Executive Council

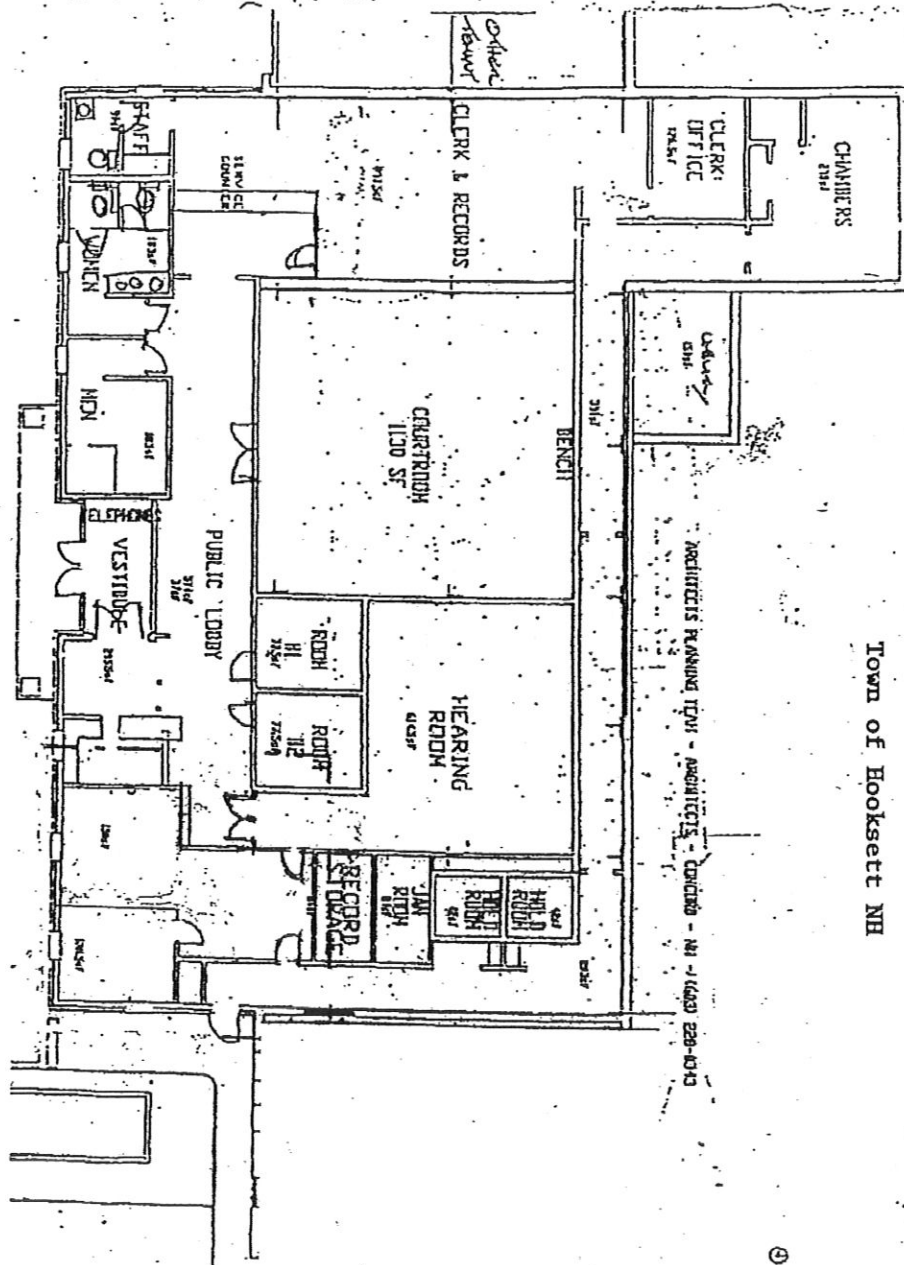
SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Demise of Premise" floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
 - a. within the plans specifying the extent of the Premises designated for the Tenant's Exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plans shall show the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
 - b. In the instance provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirements for the Premises and/or the building to which the Premises is a part.
2. "Design-Build" floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each.
 - a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
 - i. Tenant's "Design-Build floor plan(s)"
 - ii. Tenant's "Design-Build Fit-Up Specifications".
 - b. These documents shall be part of the binding agreement, therefore provide minimum three originals, one each distributed to:
 - i. Tenant
 - ii. Landlord
 - iii. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State "Certificate of Good Standing" (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a "CGS".
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a "CVA".

6TH Circuit - District Division - Hooksett



Town of Hooksett NH



DEMISE DOCUMENTATION DRAWING

DATE:

SCALE: NTS

DAS BUREAU OF COURT FACILITIES

LEVEL:

DRAWN BY:

The State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management

FILE PATH:

APPROVED BY:

(Landlord Signature)


(date)

(Tenant Signature)

(date)

6TH Circuit - District Division - Hooksett
Use of Premise - Parking Area

In addition to the use of the Premises, the tenant and the tenant's visitors shall have the right to use the adjacent parking lot, said use shall be at no additional charge, included in the annual rent.

	DEMISE DOCUMENTATION DRAWING		DRAWN BY:		APPROVED BY:	
	DATE:	SCALE: NTS	The State of New Hampshire Department of Administrative Services Bureau of Planning and Management		(Landlord Signature)	(date)
DAS BUREAU OF COURT FACILITIES	LEVEL:	FILE PATH:		(Tenant Signature)		

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 4 year(s) commencing on the 1st day of September, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) September 1, 2014

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: _____
Date: _____

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: The Tenant shall be responsible for the direct payment of all data and telecommunications services.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: _____

Date: _____

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

6th Circuit – District Division - Hooksett

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: _____

Date: _____

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: _____

Date: _____

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: _____
Date: _____

9. **Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. **New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: _____

Date: _____

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees 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, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: _____
Date: _____

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$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(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: _____

Date: _____

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: _____
Date: _____

19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. Hazardous Substances:

20.1 Disclosure: The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 Maintenance/Activity Compliance: In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statues, regulations and/or accepted protocols regarding the handling of said materials.

20.3 Action to Remove/Remediate: The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 Non-Permitted Use, Generation, Storage or Disposal: The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 Asbestos:

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 Material Safety Data Sheets (MSDS)

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: _____
Date: _____

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent 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, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Leo Lessard
Title: Public Works Director
Address: 210 West River Road, Hooksett, NH 03106 Phone: (603) 668-8019
Email Address: llessard@hooksett.org

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Tammy Nelson
Title: Program Specialist
Address: 25 Capitol Street, Room 115, Concord NH 03301 Phone: (603) 271-7977
Email Address: Tammy.Nelson@nh.gov

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's

Landlord Initials: _____
Date: _____

books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

- 28.1 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. It 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 to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or 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 for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 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 terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** 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.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: _____
Date: _____

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: *(full name and title)* _____
Linda M. Hodgdon, Commissioner

LANDLORD: *(full name of corporation, LLC or individual)* _____

Authorized by: *(full name and title)* _____
Signature

Print: _____
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: _____ COUNTY OF: _____

UPON THIS DATE *(insert full date)* _____, appeared before
me *(print full name of notary)* _____ the undersigned officer personally
appeared *(insert Landlord's signature)* _____
who acknowledged him/herself to be *(print officer's title, and the name of the corporation)* _____
_____ and that as such

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

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

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

Approval date: _____

Approving Attorney: _____

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: _____
Date: _____

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: **Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

RENTAL SCHEDULE

The Premises are comprised of approximately 6,093 square feet of space, (as set forth in "Section 2" and "Exhibit A" herein) this space is comprised of both courtroom and general office space. The rent due for the Premises during the four-year term shall be as follows:

Rent for Tenant's Four Year Term:

Year	Lease Dates	Approximate Square Foot Cost (6,093 sq. ft.)	Total Monthly Rent	Total Annual Rent	Annual Increase
1	9/01/14 - 8/31/15	\$11.96	\$6,074.85	\$72,898.20	0%
2	9/01/15 - 8/31/16	\$12.08	\$6,135.60	\$73,627.20	1%
3	9/01/16 - 8/31/17	\$12.20	\$6,196.96	\$74,363.52	1%
4	9/01/17 - 8/31/18	\$12.38	\$6,289.91	\$75,478.92	1.5%
Total for 4-Year Term				\$296,367.84	

Part II: **Additional Costs:** *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

There are no additional costs.

Landlord Initials: _____
Date: _____

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

1. The landlord shall assume responsibility for and pay for all janitorial services to the Premises. The limited scope of services to be provided by the landlord include but are not limited to the following:
 - Daily Vacuuming of the floors.
 - Daily Damp mop cleaning of the resilient flooring in the rest room.
 - Daily Cleaning of all fixtures and surfaces within the rest room.
 - Consistent Provision of all supplies within the rest room, such as toilet paper and paper towels, and Daily Disposal of all office rubbish from wastebaskets and containers within the Premises

Landlord Initials: _____
Date: _____

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

No later than thirty (30) days after the inception of the term, the Landlord shall repair the path of travel from the parking lot to the curb ramp so that there is no gap between the pavement and the curb ramp, in compliance with ANSI 302, walking surfaces.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

No later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to Perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. The Landlord shall fully cooperate to facilitate this testing, providing the testing consultants with timely access to the building and to the heating and ventilation mechanical systems. In accordance with Env-A2204.03 upon receipt of the testing results the Tenant shall send them to the Landlord (the "owner" or "operator" of the space) who shall provide a statement (conforming to required language in Env-Ass04.03) certifying them, sign and notarizing the statement, and then send the results and notarized statement to the "State of New Hampshire, Department of Environmental Services, Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for review and official (final) certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" (which shall be sent to the Landlord and Tenant) or send a letter delineating the deficiencies found. In the event any deficiencies are found by Environmental Services the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Landlord shall consult with "Environmental Services" and the Tenant's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards, they shall submit their testing results to

Landlord Initials: _____
Date: _____

Environmental Services for re-review and recommendation and/or issuance of the "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for Clean Air Standards is issued by Environmental Services.

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

Improvements outlined in Exhibit C, Part I.

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

The Tenant shall recycle "waste products for which markets are available," in the secure zone of the courthouse. The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Tenant shall be responsible to keep a monthly detailed report that identifies the type of waste or recycled waste products by type and quantity (weight).

Landlord Initials: _____
Date: _____

**EXHIBIT D
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

There are no special provisions.

Landlord Initials: _____
Date: _____

CERTIFICATE FOR MUNICIPALITIES

I, *(insert name)* _____, of *(insert Municipality name)* _____, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of *(insert name of State)* _____
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:*(insert meeting date)* _____.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the _____ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, *(document the title of the official authorizing the contract, and document the name of the individual filling that*

_____, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill the appropriate names of individuals for each titled position)*

Municipality Mayor: _____

Municipality Clerk: _____

Municipality Treasurer: _____

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* _____

Clerk/Secretary *(signature)* _____

In the State and County of: *(State and County names)* _____

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE _____, COUNTY OF: _____ UPON THIS DATE *(insert full date)* _____,

appeared before me *(print full name of notary)* _____, the undersigned officer personally appeared *(insert officer's name)* _____

who acknowledged him/herself to be *(insert title, and the name of municipality)* _____

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

In witness whereof I hereunto set my hand and official seal. *(Provide signature, seal and expiration of commission)*
