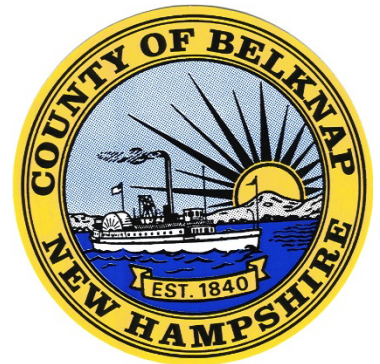
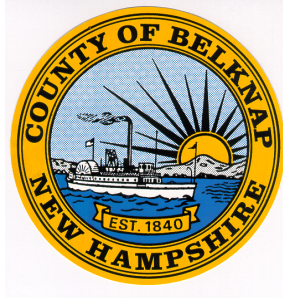


Belknap County New Hampshire



2021 Annual Report





Belknap County Seal

The seal of Belknap County was commissioned in the latter part of 1976, the year of our nation's bicentennial, and adopted in February of 1977. Designed and executed by Mr. Norman M. Dexter of Nashua, who donated his services to Belknap County, the seal includes several symbols important to the county and its history.

Depicted on the waters of Lake Winnepesaukee, the largest body of fresh water in the northeast (which touches the shores of just about every town and city in the county) is the old paddle wheeler Mount Washington. The Mount graced the Big Lake until 1939, when it was destroyed by fire. Yet, to this day it continues to serve as a symbol of the grace, dignity and unique New England character for which the people and the area are known throughout the country. It could be said that the Mount stands for the commerce the Lake has provided for our people, going back to the fishing days of the Indians; for the many recreation and leisure time activities the county has offered its many visitors from throughout the world; and for the great creativity with which the people of Belknap County have used these natural resources to their ultimate advantage and prosperity.

The rising sun – a symbol of hope and renewal as well as the blessings of a patient, graceful Providence – is shown bursting forth over the Mount Belknap, which lies just east of the center in the county. The Mountain is named for Dr. Jeremy Belknap, noted historian, clergyman, and naturalist, after whom the county was named in 1840. Dr. Belknap wrote the first history of New Hampshire, pastored the First Congregational Church at Dover (1766-1786), and founded the Massachusetts Historical Society in 1794.

Originally part of the Strafford County, the County of Belknap was formed by Legislative act in December 1840.

Belknap County, New Hampshire

HISTORY

Form of Government: The County of Belknap, New Hampshire, was established in 1840 under the laws of the State of New Hampshire.

The seat of Belknap County is based in Laconia and provides support to the citizens of ten towns and one city in the form of the following services: Administration, Department of Corrections, County Attorney, Finance, Human Services, Registry of Deeds, Restorative Justice, Maintenance, Nursing Home and Sheriff's Department.

The county operates under the Commissioners (Executive Branch consisting of three elected Commissioners) and Convention (Legislative Branch consisting of 18 elected Representatives) form of Government and provides services as authorized by the State statute.

The three member Board of Commissioners (as mandated by New Hampshire Statute RSA 28) are part time elected officials responsible for overall supervision, custody and care of all county departments, buildings and land, and have budgetary oversight of all county expenditures. They are elected into staggered four and two-year terms by the voters of the districts each are assigned to. The annual county budget is prepared by the Commissioners and Department Heads and submitted to the County Convention for final approval.

2022 Belknap County Officers

COMMISSIONERS

Peter Spanos, Chairman
Glen Waring, Vice-Chairman.
Hunter Taylor, Clerk

COUNTY ADMINISTRATOR

Debra A. Shackett

COUNTY TREASURER

Michael G. Muzzey

COUNTY ATTORNEY

Andrew Livernois

SHERIFF

William Wright

REGISTER OF DEEDS

Judy McGrath

SUPERINTENDENT OF THE DEPARTMENT OF CORRECTIONS

Adam Cunningham

RESTORATIVE JUSTICE PROGRAM DIRECTOR

Mike MacFadzen

NURSING HOME ADMINISTRATOR

Shelley Richardson

Finance Director

Lori Sharp

FACILITIES MANAGER

Dustin Muzzey

Belknap County Directory

Board of Commissioners

Chairman: Peter Spanos, 34 County Drive, Laconia, NH 03246

Vice Chairman: Glen Waring, 34 County Drive, Laconia, NH 03246

Clerk: Hunter Taylor, 34 County Dive, Laconia, NH 03246

527-5400

Fax: 527-5409

County Treasurer

Michael G. Muzzey, 34 County Drive, Laconia, NH 03246

527-5400

Fax: 527-5409

County Administrator

Debra A. Shackett, 34 County Drive, Laconia, NH 03246

527-5400

Fax: 527-5409

County Attorney

Andrew Livernois, 64 Court Street, Laconia, NH 03246

527-5440

Fax: 527-5449

Register of Deeds

Judy McGrath, 64 Court Street, Laconia, NH 03246

527-5420

Sheriff

William Wright, 42 County Drive, Laconia, NH 03246

527-5454

Fax: 527-5469

Corrections Superintendent

Adam Cunningham, 76 County Drive, Laconia, NH 03246

527-5480

Fax: 737-1341

Restorative Justice Director

Mike MacFadzen, 64 Court Street, Laconia, NH 03246

527-5493

Fax: 527-5409

Finance Director

Lori Sharp, 34 County Drive, Laconia, NH 03246

527-5400

Fax: 527-5409

Facilities Manager

Dustin Muzzey, 64 Court Street, Laconia, NH 03246

527-5490

Fax: 527-5449

Nursing Home Administrator

Shelley Richardson, 30 County Drive, Laconia, NH 03246

527-5410

Fax: 527-5419

Board of Commissioners – 2021 Annual Report

The Board of Commissioners spent another year adapting to the COVID-19 pandemic. Realigning how the County conducts business and how it continues to provide services in both a remote environment and a safety-conscious environment, became a priority. Although the volume of service provided was reduced in most areas, retaining our experienced and dedicated workforce rose to a top priority. We continue to struggle with both retention and recruitment.

This Board has continued to be challenged by a segment of the Legislative Delegation intent on oversight of the management of county services. While the Board respects the Convention's authority to appropriate funds, the Board of Commissioners is responsible for governance of the County's services. The Delegation is not responsible for oversight of the Board of Commissioners; you, the voters have that authority. This challenge continues to fall into the legal realm costing taxpayer money that could be better spent on valuable services. The Board of Commissioners works closely with a team of professional managers to operate the departments of the County. They have never overspent the total appropriated by the Delegation. However, the Board needs to be able to adapt to changing priorities and unanticipated situations.

We hope you, the voters of Belknap County will continue to monitor the actions of the current Delegation leadership. It's important to understand the impact they can have on our most vulnerable population, at the County Nursing Home, as well as the professional operation of the Department of Corrections, Sheriff's Office, and County Attorney's Office. The County provides services that are often needed during very stressful times, when personal interactions are expected to be provided by highly trained professionals.

We understand the need for fiscal responsibility and the Board is committed to remaining one of the least costly counties in New Hampshire, although not the smallest. We are continually challenged to balance the provision of necessary and effective services with the cost to county taxpayers. We encourage you to reach out to the County Administrator's office during business hours, to explore the county website for information, to attend our Commission meetings, and to contact each of us directly. We are always happy to answer your questions and to provide information about the County.

Sincerely,
Board of County Commissioners:

Peter Spanos, Chairman
Glen Waring, Vice-Chairman
Hunter Taylor, Clerk



Hampshire
Department of

New
Revenue
Administration
2021
MS-42

Statement of Appropriations and Revenue as Voted
Belknap County

For the period beginning January 1, 2021 and ending December 31, 2021
Form Due Date: **September 1 (or 20 Days after a Supplemental Meeting)**

This form is to be used by the county to report the voted appropriations from any annual or special meeting. The Clerk of the County Convention and the Chairperson must sign the form and file, as required under RSA 24:24, with the Secretary of State. The completed form must be submitted to the Department of Revenue Administration by September 1 (per RSA 21-J:34) for the Annual Meeting or within 20 days after the vote taken at any supplemental meeting.

CERTIFICATION OF VOTE

This is to certify that the appropriations entered on this form are those voted by the county convention.

Name Position Signature		
	Chairperson	
	Clerk of County Convention	<i>Barbara Comtois</i>

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:
<https://www.proptax.org/>

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>



New Hampshire
Department of
Revenue Administration

2021
MS-42

Appropriations

Account	Purpose	Article	Appropriations As Voted
Human Services			
4441	Administration	1	\$7,339,317
4442	Direct Assistance		\$0
4443	Board and Care of Children		\$0
4447	Special Outside Services		\$0
4449	Other Human Services	1	\$47,905
Human Services Subtotal			\$7,387,222
Cooperative Extension Services			
4611	Administration	1	\$164,611
4619	Other Conservation	1	\$50,000
Cooperative Extension Services Subtotal			\$214,611
Economic Development			
4651	Administration		\$0
4652	Economic Development		\$0
4659	Other Economic Development		\$0
Economic Development Subtotal			\$0
Debt Service			
4711	Principal - Long-Term Bonds/Notes	1	\$176,305
4721	Interest - Long-Term Bonds/Notes	1	\$347,930
4723	Interest on Revenue Anticipation Notes		\$0
4750	Fiscal Agents' Fees		\$0
4760	Bond Issuance Costs		\$0
4790	Other Debt Service Charges		\$0
Debt Service Subtotal			\$524,235
Intergovernmental Transfers			
4800	Intergovernmental Transfers		\$0
Intergovernmental Transfers Subtotal			\$0
Capital Outlay			
4901	Land and Improvements		\$0
4902	Machinery, Vehicles, and Equipment		\$0
4903	Buildings	1	\$550,000
4904	Improvements other than Buildings	1	\$1,391,854
Capital Outlay Subtotal			\$1,941,854
Depreciation Expense			
4905	Depreciation		\$0
4906	Amortization		\$0
Depreciation Expense Subtotal			\$0



New Hampshire
Department of
Revenue Administration

2021
MS-42

Appropriations

Account	Purpose	Article	Appropriations As Voted
Interfund Operating Transfers			
4911	Transfers to General Fund		\$0
4912	Transfers to Special Revenue Fund		\$0
4913	Transfers to Capital Projects Fund		\$0
4914	Transfers to Proprietary Fund		\$0
4915	Transfers to Capital Reserve Fund		\$0
4916	Transfers to Trust and Fiduciary Funds		\$0
Interfund Operating Transfers Subtotal			\$0
Total Voted Appropriations			\$31,648,039



New Hampshire
Department of
Revenue Administration

2021
MS-42

Estimated Revenues

Account	Source	Article	Estimated Revenue Ensuing Fiscal Year
Assessments/Taxes			
3110	Property Taxes (Unincorp. Places)		\$0
3111	Municipal Assessment		\$0
3120	Land Use Change Taxes (Unincorp. Places)		\$0
3180	Resident Taxes (Unincorp. Places)		\$0
3185	Yield Taxes (Unincorp. Places)		\$0
3186	Payments in Lieu of Taxes (Unincorp. Places)		\$0
3187	Payments in Lieu of Taxes		\$0
3189	Other Taxes		\$0
3190	Interest and Penalties on Delinquent Taxes (Unincorp. Places)		\$0
3191	Penalties on Delinquent Municipal Assessments		\$0
3200	Licenses, Permits, and Fees		\$0
Assessments/Taxes Subtotal			\$0
Licenses, Permits, and Fees			
3220	Motor Vehicle Fees (Unincorp. Places)		\$0
3230	Building Permits (Unincorp. Places)		\$0
3290	Other Licenses, Permits, and Fees		\$0
Licenses, Permits, and Fees Subtotal			\$0
From the Federal Government			
3319	Federal Grants and Reimbursements		\$0
From the Federal Government Subtotal			\$0
From the State of New Hampshire			
3351	Shared Revenue - Block Grant (Unincorp. Places)		\$0
3352	Incentive Funds		\$0
3354	Water Pollution Grants		\$0
3355	Housing and Community Development		\$0
3356	State/Federal Forest Land Reimbursements (Unincorp. Places)		\$0
3359	Other State Grants and Reimbursements	1	\$440,500
From the State of New Hampshire Subtotal			\$440,500
Revenue from Other Governments			
3379	Intergovernmental Revenues		\$0
Revenue from Other Governments Subtotal			\$0



New Hampshire
Department of
Revenue Administration

2021
MS-42

Estimated Revenues

Account	Source	Article	Estimated Revenue Ensuing Fiscal Year
Charges for Services			
3401	Sheriff's Department	1	\$393,000
3402	Register of Deeds	1	\$1,140,600
3403	County Corrections	1	\$66,500
3404	County Nursing Homes	1	\$11,281,400
3405	County Farm		\$0
3406	Cooperative Extension Service		\$0
3407	Maintenance Department		\$0
3409	Other Charges	1	\$10,000
Charges for Services Subtotal			\$12,891,500
Miscellaneous Sources			
3501	Sale of County Property		\$0
3502	Interest on Investments	1	\$2,000
3503	Rents of Property	1	\$280,276
3504	Fines and Forfeits		\$0
3505	Escheats		\$0
3506	Insurance Dividends and Reimbursements	1	\$100,000
3508	Contributions and Donations		\$0
3509	Other Miscellaneous Sources	1	\$396,600
Miscellaneous Sources Subtotal			\$778,876
Other Financial Sources			
3911	Transfers from General Fund		\$0
3912	Transfers from Special Revenue Fund		\$0
3913	Transfers from Capital Projects Fund		\$1,391,854
3914	Transfers from Proprietary Funds		\$0
3915	Transfers from Capital Reserve Fund		\$0
3916	Transfers from Trust and Fiduciary Funds		\$0
3934	Proceeds from Long-Term Bonds/Notes		\$0
Other Financial Sources Subtotal			\$1,391,854
Total Estimated Revenues			\$15,502,730

Budget Summary

Item	Ensuing Year
Total Voted Appropriations	\$31,648,039
(Less) Total Estimated Revenues	\$15,502,730
Unassigned Fund Balance (Unreserved)	\$0
(Less) Voted from Fund Balance	\$0
(Less) Fund Balance to Reduce Taxes	\$3,000,000
Amount Certified to be Raised by Taxes	\$13,145,309



INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
County of Belknap, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Belknap, New Hampshire, (the County) as of and for the year ended December 31, 2020, and the related notes to financial statements, which collectively comprise the County's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Gunstock Area Commission (a component unit which is as of and for the year ended April 30, 2020). Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Gunstock Area Commission, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of Gunstock Area Commission were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors'

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

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judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component unit, the major fund, and the aggregate remaining fund information of the County of Belknap, New Hampshire, as of December 31, 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 16 to the financial statements, in 2020 the County adopted Governmental Accounting Standards Board (GASB) Statement No. 84, *Fiduciary Activities*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis, the Budgetary Comparison for the General Fund, and certain pension and OPEB schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the



limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 9, 2021 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



Merrimack, New Hampshire
July 9, 2021

*To view a full copy of the most recent audit report go to www.belknapcounty.org

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COUNTY OF BELKNAP, NEW HAMPSHIRE

Statement of Net Position
December 31, 2020

	<u>Primary Government</u> Governmental Activities	Gunstock Area Commission (Component Unit - April 30, 2020)
Assets		
Current:		
Cash and short-term investments	\$ 7,570,481	\$ 1,416,934
Restricted cash	54,180	-
Investments	-	243,013
Accounts receivable, net	1,127,978	51,661
Due from external parties	12,365	-
Inventory, net	17,551	753,416
Prepaid expenses	<u>-</u>	<u>110,110</u>
Total Current Assets	8,782,555	2,575,134
Noncurrent:		
Capital assets:		
Land	144,829	2,221,366
Capital assets, net of accumulated depreciation	<u>13,542,777</u>	<u>10,752,003</u>
Total Noncurrent Assets	<u>13,687,606</u>	<u>12,973,369</u>
Total Assets	22,470,161	15,548,503
Deferred Outflows of Resources:		
Related to pension	3,838,134	-
Related to OPEB	<u>1,100,808</u>	<u>-</u>
Total Deferred Outflows of Resources	4,938,942	-
Liabilities		
Current:		
Accounts payable	1,527,197	307,391
Due to external parties	1,504,522	-
Accrued expenses	145,376	304,440
Advance from grantors	-	59,778
Other liabilities	8,300	-
Restricted cash liability	3,577	-
Unearned revenue	-	1,051,824
Current portion of noncurrent liabilities:		
Bonds payable	199,924	1,022,142
Capital lease payable	27,503	209,362
Compensated absences	<u>437,586</u>	<u>-</u>
Total Current Liabilities	3,853,985	2,954,937
Noncurrent:		
Bonds payable, net of current portion	7,278,328	2,413,573
Capital lease payable, net of current portion	-	338,544
Compensated absences, net of current portion	97,467	-
Net pension liability	17,077,231	-
Net OPEB liability	<u>5,053,386</u>	<u>-</u>
Total Noncurrent Liabilities	<u>29,506,412</u>	<u>2,752,117</u>
Total Liabilities	33,360,397	5,707,054
Deferred Inflows of Resources:		
Related to pension	916,079	-
Related to OPEB	<u>468,861</u>	<u>-</u>
Total Deferred Inflows of Resources	<u>1,384,940</u>	<u>-</u>
Net Position		
Net investment in capital assets	6,184,515	8,989,748
Restricted	127,141	-
Unrestricted	<u>(13,647,890)</u>	<u>851,701</u>
Total Net Position	\$ <u>(7,336,234)</u>	\$ <u>9,841,449</u>

The accompanying notes are an integral part of these financial statements.

*To view a full copy of the most recent audit report go to www.belknapcounty.org

COUNTY OF BELKNAP, NEW HAMPSHIRE

Statement of Activities
For the Year Ended December 31, 2020

		<u>Program Revenues</u>		<u>Net (Expenses) Revenues and Change in Net Position</u>	<u>Gunstock Area Commission (Component Unit- for the year ended April 30, 2020)</u>
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		
Governmental Activities:					
General government	\$ 4,612,909	\$ 1,259,751	\$ 81,154	\$ (3,272,004)	
Public safety	2,351,315	261,592	150,559	(1,939,164)	
Corrections	5,185,830	37,180	469,214	(4,679,436)	
Human services	7,433,559	-	345,792	(7,087,767)	
Cooperative extension	221,700	-	-	(221,700)	
Nursing home	12,385,083	12,031,359	660,450	306,726	
Interest	<u>360,793</u>	<u>-</u>	<u>-</u>	<u>(360,793)</u>	
Total Governmental Activities	\$ <u>32,551,189</u>	\$ <u>13,589,882</u>	\$ <u>1,707,169</u>	(17,254,138)	
Component Unit:					
Gunstock Area Commission	\$ <u>12,817,411</u>	\$ <u>12,997,680</u>	\$ <u>-</u>		\$ <u>180,269</u>
Total Component Unit	\$ <u>12,817,411</u>	\$ <u>12,997,680</u>	\$ <u>-</u>		180,269
General Revenues:					
				14,770,507	-
County taxes				411	19,224
Investment income				<u>645,455</u>	<u>194,665</u>
Miscellaneous					
Total General Revenues				<u>15,416,373</u>	<u>213,889</u>
Change in Net Position				(1,837,765)	394,158
Net Position:					
Beginning of year				<u>(5,498,469)</u>	<u>9,447,291</u>
End of year				\$ <u>(7,336,234)</u>	\$ <u>9,841,449</u>

*To view a full copy of the most recent audit report go to www.belknapcounty.org

The accompanying notes are an integral part of these financial statements.

COUNTY OF BELKNAP, NEW HAMPSHIRE

Governmental Funds
Balance Sheet
December 31, 2020

	General <u>Fund</u>	Nonmajor Governmental <u>Funds</u>	Total Governmental <u>Funds</u>
Assets			
Cash and short-term investments	\$ 7,554,633	\$ 15,848	\$ 7,570,481
Restricted cash	54,180	-	54,180
Accounts receivable, net	1,011,578	116,400	1,127,978
Due from other funds	29,849	8,655	38,504
Due from custodial funds	12,365	-	12,365
Inventory	<u>17,551</u>	<u>-</u>	<u>17,551</u>
Total Assets	\$ <u>8,680,156</u>	\$ <u>140,903</u>	\$ <u>8,821,059</u>
Liabilities			
Accounts payable	\$ 1,495,344	\$ 31,853	\$ 1,527,197
Accrued expenses	34,212	-	34,212
Other liabilities	8,300	-	8,300
Restricted cash liability	3,576	-	3,576
Due to other funds	8,655	29,849	38,504
Due to custodial funds	<u>1,504,522</u>	<u>-</u>	<u>1,504,522</u>
Total Liabilities	3,054,609	61,702	3,116,311
Fund Balances			
Nonspendable:			
Inventory	<u>17,551</u>	<u>-</u>	<u>17,551</u>
Total Nonspendable	17,551	-	17,551
Restricted:			
Deeds surcharge account	50,604	-	50,604
Capital projects fund	-	2,664	2,664
Unexpended grant funds	<u>-</u>	<u>76,537</u>	<u>76,537</u>
Total Restricted	50,604	79,201	129,805
Assigned:			
Subsequent year budget	3,000,000	-	3,000,000
Encumbrances	<u>149,936</u>	<u>-</u>	<u>149,936</u>
Total Assigned	3,149,936	-	3,149,936
Unassigned	<u>2,407,456</u>	<u>-</u>	<u>2,407,456</u>
Total Fund Balances	<u>5,625,547</u>	<u>79,201</u>	<u>5,704,748</u>
Total Liabilities and Fund Balances	\$ <u>8,680,156</u>	\$ <u>140,903</u>	\$ <u>8,821,059</u>

The accompanying notes are an integral part of these financial statements.

2021 Annual Report of the Belknap County Attorney

To the Citizens of Belknap County:

As the County Attorney for Belknap County, I am proud to report on the activities of my office during the past year.

As Belknap County Attorney, I am the chief law enforcement officer for the county. In that capacity, I oversee prosecutions of felony crimes (other than murder cases and certain drug cases handled by the Attorney General's Office) that occur in Belknap County. I also have supervisory responsibility over the local police prosecutors who prosecute misdemeanors in district court.

Our primary goal is to seek to ensure public safety, by holding those people who commit crimes accountable, and to seek justice for the victims of crime. In my role as County Attorney, I work closely with all 11 local police agencies in the County, as well as the State Police, County Sheriff's Office, the Attorney General's Drug Task Force, Fish & Game, State Police, Health and Human Services, Fire Marshalls, Liquor Enforcement, Land and Forests and Marine Patrol.

The lingering effects COVID-19 epidemic have continued to pose challenges to our office. The pandemic has significantly impacted the court system. For a long period of time, the courts stopped conducting in-person hearings and switched to a remote system using video conferencing for certain court hearings. This new system has been very challenging, but my staff have been able to adjust and to continue to engage in excellent representation on behalf of the State despite those challenges. In addition, the pandemic has also prevented the courts from conducting jury trials since last March, and as a result we have seen a significant backlog of open cases in the criminal justice system.

When the pandemic first hit, we saw a precipitous drop in the number of arrests and police activity, and as a result, the number of new cases being filed dropped during the first half of the year. However, as life has gotten back to normal, and regular social and economic activities have been resuming we are seeing caseload numbers approaching the pre-COVID numbers.

To deal with these challenges, we were able to get approval from the County Delegation to hire an additional Assistant County Attorney for next year. That will bring the total number of attorneys up to six and will allow us to spend more time investigating and preparing each of our cases.

I am very proud of my staff and the work that we do on behalf of the people of Belknap County. We take our jobs in the Belknap County Attorney's Office very seriously and every member of the department is devoted to performing our mission with the highest level of professionalism.

Our office staff is comprised of the County Attorney and four full-time prosecutors, two victim-witness advocates; one part-time investigator an office administrator; and two legal secretaries (one is part-time).

In my tenure as County Attorney, I have stressed the following key values to my staff, and have made sure that we display these principles in all that we undertake:

- Fairness – to see that the laws are executed fairly and impartially, without fear or favor toward any person, regardless of their social status, political affiliation, race, gender, etc.;
- Integrity – to ensure that our office is above reproach, and that nothing we do creates even an appearance of impropriety;
- Respect – respect for all members of the public who we interact with, including crime victims, defense lawyers, police officers, etc.
- Excellence – to have a complete understanding of the laws and the facts, and to be prepared whenever we enter the courtroom.

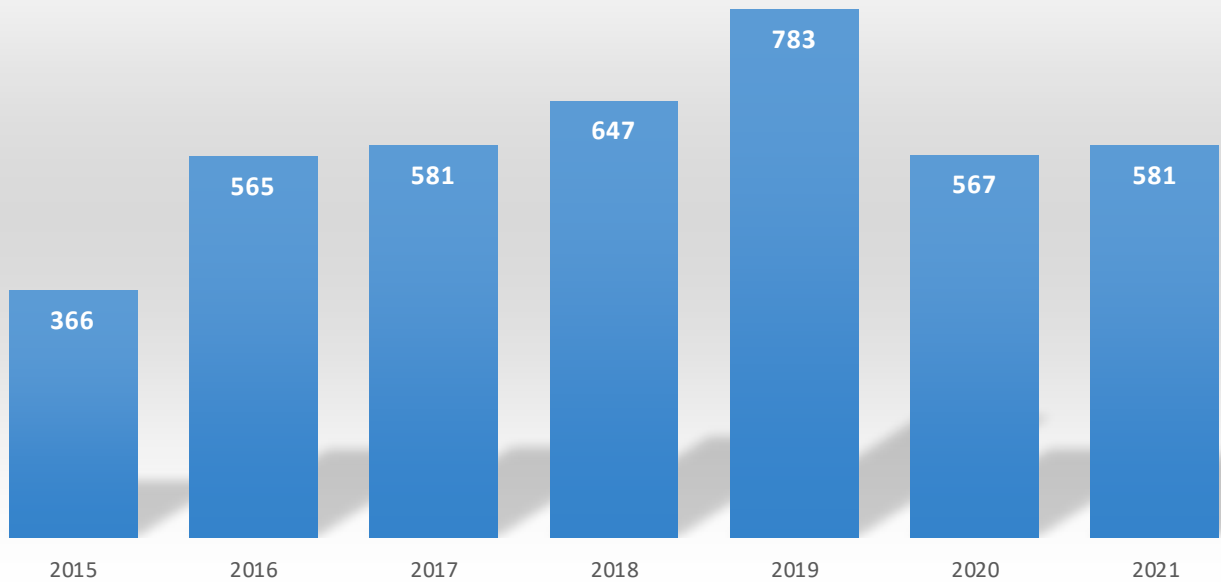
Crime does not stop when the work-day ends. And for that reason, as County Attorney, I am available 24 hours a day, 7 days a week, as a resource to provide legal advice and guidance to those police officers, to answer legal questions, and to respond to serious incidents, such as shootings, drug overdoses, and other unattended deaths. My staff and I coordinate closely with those police agencies in the prosecutions of crimes.

As County Attorney, I make every effort to be responsive and available to my constituents, and thus I welcome hearing from any members of the public who have concerns either about my office or about the enforcement of the criminal laws generally. I look forward to continuing to serve the people of this county into the future.

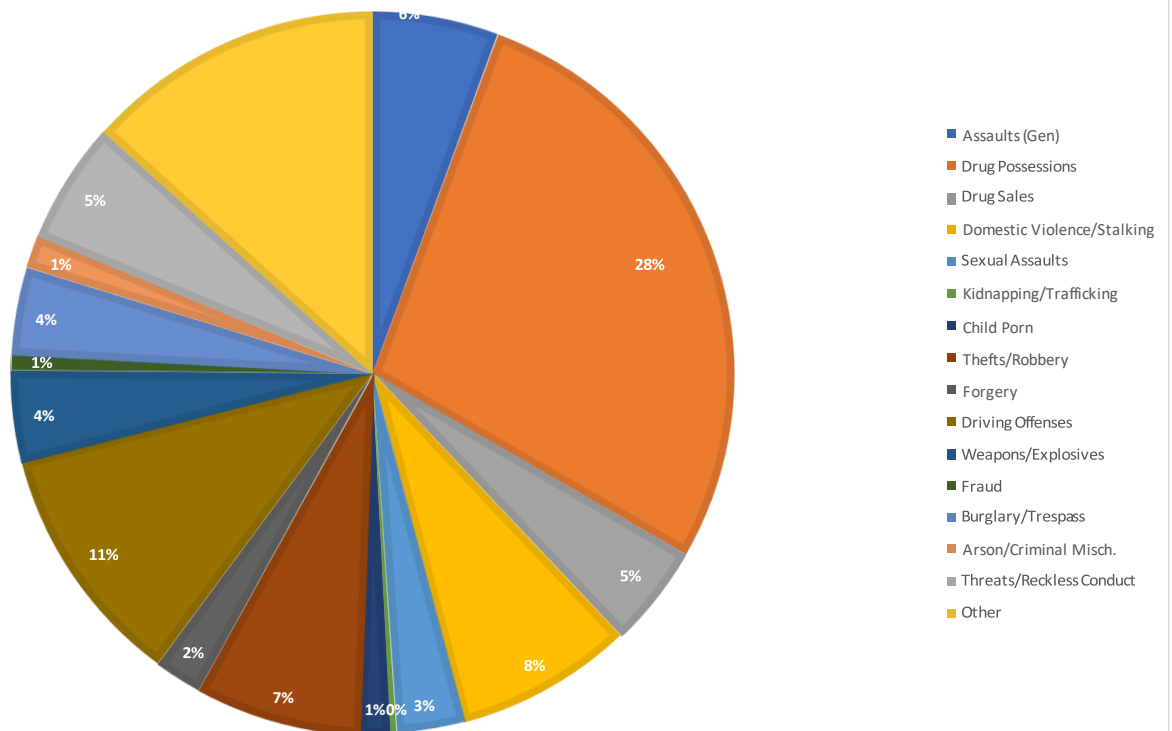
Respectfully yours,

Andrew B. Livernois
Belknap County Attorney

Criminal Cases Filed in Belknap Superior Court



BREAKDOWN OF CRIMES CHARGED IN BELKNAP COUNT 12/15/2020 -- 12/15/2021





BELKNAP COUNTY DEPARTMENT OF CORRECTIONS

2021 Annual County Report
Superintendent Adam Cunningham
Deputy Superintendent Jamie Laramie



To the Board of Commissioners, County Delegation, and residents of Belknap County:

This annual report provides an opportunity to deliver information about the Belknap County Department of Corrections (DOC) and insight into the demographics of detained individuals who entered our facility in 2021. The county jail is responsible for providing for the care, custody, and control of sentenced prisoners and pretrial defendants.

Facility Information



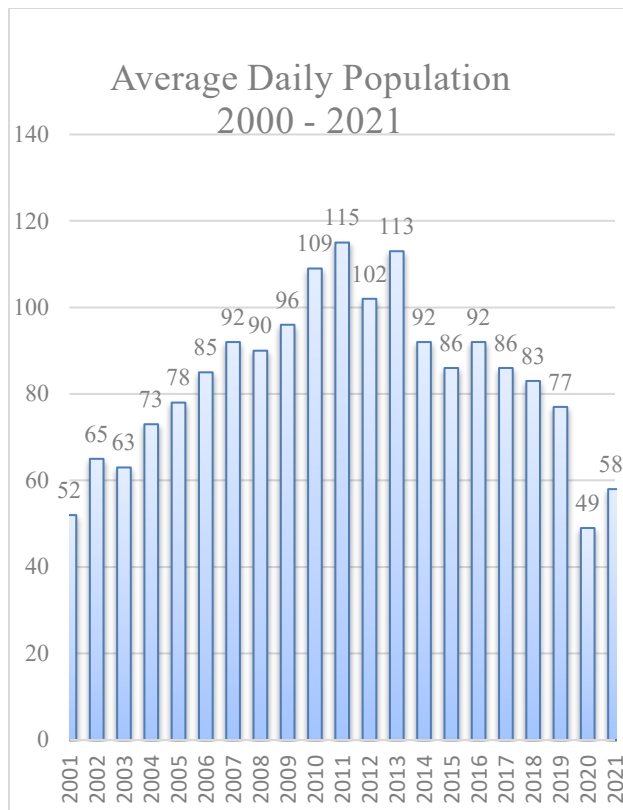
There has been a county jail in the current county complex since the 1860s. The oldest existing portion of the jail was constructed in 1890, which has been repurposed as an indoor recreation area. The jail underwent additions in the 1970s, 1980s, and most recently in 2017 with the addition of the Community Corrections Center (CCC). The facility houses minimum, medium, and maximum security offenders.

Inmate Information

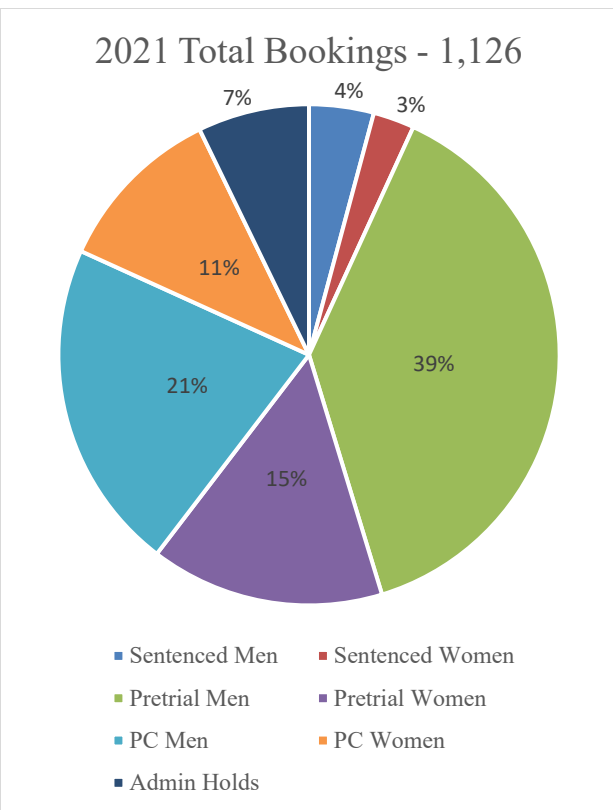
Detainees largely consist of two groups: pretrial defendants and sentenced inmates. Pretrial defendants have been ordered by the court to be held in secure custody pending the resolution of their court case. Sentenced inmates have been convicted of either a felony or misdemeanor offense. Inmates may be sentenced to serve up to 12 months in a county correctional facility. Once incarcerated, inmates are classified based upon various criteria, such as seriousness of offense, medical need, mental health assessment, educational background, and prior criminal history. Most sentenced inmates are classified as minimum security. Generally, pretrial defendants are classified as either medium or maximum security. Minimum security inmates are required to perform work assignments such as mowing lawns, snow removal, maintenance assistance, and cleaning assignments. Medium and maximum security inmates are not allowed outside of the secure perimeter of the facility without escort by a law enforcement official.

Incarceration Statistics

The average daily population (ADP) of the jail in 2021 was 58 inmates (Figure 1). The low census is still largely attributed to the COVID-19 pandemic. Belknap County has a robust Pretrial Services program which provides an alternative to detention for many pretrial defendants while their cases are adjudicated. The total number of bookings in 2021 was 1,126, 107 more than 2020. There were 77 sentenced inmates committed to the DOC in 2021, 47 males and 30 females. 603 pretrial defendants were received by the DOC, 433 males and 170 females. 365 bookings were for Protective Custody (PC), 241 males and 124 females. Overnight holds and administrative transfers accounted for an additional 81 bookings (Figure 2).



(Figure 1)



(Figure 2)

Community Corrections

The Community Corrections Division is responsible for screening and monitoring inmates who qualify for alternative sentencing programs. Belknap County currently offers Work Release and Home Confinement programs.

The Work Release program is designed to assist minimum security offenders obtain employment in the community while serving their sentence. The participants are employed by local businesses and return every evening to the CCC. Participants may be recommended by the sentencing court. Community Corrections staff determine if a participant is appropriate for Work Release. Participants receive assistance with job searches, resume writing, transportation, and money management while in the program. The program was resumed in March 2021, after meeting Covid-19 protocols. Nine local employers participated in the Work Release program during 2021.

The Home Confinement program is also referred to as the Electronic Monitoring Bracelet (EMB) Program. The EMB Program is designed to monitor participants living in the community with the assistance of a GPS device. These participants may also be recommended by the sentencing court and screened by Community Corrections staff. Participants are given strict regulations to follow while in the program.

Both Work Release and Home Confinement programs are intended to minimize the negative effects of incarceration and transition offenders to the community, while upholding the requirements and sanctions determined by the criminal justice system. In 2021, 39 individuals participated in these programs, and generated \$21,383 in revenue for the Belknap County General Fund. Additionally, the EMB Program saves the county taxpayers through the reduction of food, shelter, and healthcare costs.

Our Community Corrections Officers work with drug and alcohol treatment providers throughout New Hampshire (NH). In 2021, we arranged for 53 inmates to enter long-term residential treatment programs.

Many of these individuals are pretrial defendants, who have court-ordered bail conditions requiring treatment as a condition for their release from custody.

Programs

The DOC offers numerous programs to inmates. Programs provide for spiritual guidance, educational opportunities, lifestyle changes, self-improvement, and recreational opportunities. In 2021, we received grant funding from the NH State Council of the Arts and the NH Department of Education. This funding was used to facilitate two sessions of Art and Poetry classes. The department coordinated Zoom sessions with volunteers to continue exposing inmates to new ideas for self-improvement.

The DOC fosters community relationships to help detainees connect with resources to address those factors with increase or lead to incarceration. The department also utilizes community volunteers who donate their time and provide services to the inmate population such as Alcoholics Anonymous, Narcotics Anonymous, religious services, writing classes, job skills, and art classes. These community members support our programming goals by giving their time and expertise to individuals in need of assistance. Many of our inmates have strained relationships and benefit from the connection to the community. Programming exposes inmates to new ideas and improves their life skills.

The DOC is committed to making every attempt to return offenders to their communities with the skills and education to be productive citizens. Our programs have contributed to lowering recidivism.

Corrections Opportunity for Recovery and Education

The CCC houses sentenced inmates who have been court ordered to participate in the Corrections Opportunity for Recovery and Education (CORE) Program. Referred participants are identified as “high-risk” to reoffend due to a substance dependency. The CORE program is an intensive evidence-based treatment program consisting of counseling and education, which starts while the participant is in custody. Participants receive services tailored to their individual needs. As CORE participants progress, they are eligible for the Work Release or Home Confinement program, and 12 months of aftercare services, including supervision by the New Hampshire Probation and Parole Department. The goal of the program is to return participants to the community with a lasting plan for recovery. In 2021, 21 inmates participated in the CORE program.

Pretrial Services Program

The Pretrial Services program is an alternative to confinement for certain pretrial defendants. Pretrial Services utilizes evidence-based assessments to help the courts make informed bail decisions. If deemed appropriate, defendants are diverted from custody to the supervision of the Pretrial Services program. Pretrial Services officers provide oversight and accountability for defendants pending court, increasing the likeliness of court appearance. Beyond monitoring, defendants are routinely linked with services such as drug treatment and counseling to promote effective outcomes. Pretrial Services is a cost-effective alternative to confinement, which allows defendants to retain employment while promoting public safety. In 2021, 59 defendants were court ordered into Pretrial Services.

Reflection

The Covid-19 pandemic continued to affect, pretrial detention lengths, as well as facility procedures and operations. 2021 was a year of change for the Department of Corrections, as we have adjusted our structure and procedures to provide for greater adaptability in the delivery of services. The DOC experienced a significant turn-over in staffing this year. DOC medical and mental health care was transitioned to a privatized model, to increase the consistency of medical care.

Corrections Officers Timothy Brulotte and Jane Thompson retired after 20 years of service to the County. We wish them both a long and happy retirement. This occupation often goes unnoticed and unappreciated. I want to acknowledge and thank those men and women who dedicate themselves to providing for the safety and security of those in our care.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Adam Cunningham', with a stylized, sweeping flourish extending from the end.

Adam Cunningham
Superintendent

Belknap County Sheriff's Office



2021 Activity Report

William H. Wright – Sheriff
Robert Nedeau - Chief Deputy
Adam Batstone – Sergeant – Criminal Div.
Colin LeBlanc – Sergeant – Civil Div.
Doug Jameson – Court Supervisor
Elizabeth Morse - Dispatch Supervisor
Brian Dumka – Dispatch Supervisor
Rikki French – Dispatch Supervisor

“A tradition of Excellence in County Law Enforcement for Over a Century”

The Office of the Sheriff is a Constitutional Office, established by the New Hampshire Constitution Part 2 article 71. The Sheriff is an elected official and carries Full Law Enforcement Authority along with unique responsibilities, only designated to the Office of Sheriff. The duties of the Sheriff are achieved through a group of resolute deputies, communication specialists, bailiffs, and civilian personnel.

This past year 2021 was a year of many challenges and changes within the Sheriff's Office. This past year was the first term of newly elected Sheriff Bill Wright, along with the first year for all supervisory staff from deputies to dispatch. The year continued to be subject to the Covid-19 Pandemic and all restrictions. The Office and world in general had a better understanding of the illness, therefore many businesses and local governmental offices were opened back up for business. As the Sheriff's Office continued with the traditional daily functions, there were several employees who caught the illness, causing minimally staffed shifts in the dispatch center, courthouse, and office. The employees still performed the duties accordingly and were successful at accomplishing the tasks.

Civil Division

The Civil Division is comprised of (2) Full-Time (3) Part-Time Deputies (1) Civil Clerk and (1) Supervisor. The Sheriff's Departments are the only law enforcement agencies in New Hampshire with the authority to serve civil process, consisting of legal documents requiring service and return. This includes subpoenas, writs, landlord-tenant documents, property attachments, petitions, motions, ex-parte court orders, and evictions (evictions take multiple deputies and longer times on scene). The Civil Division is responsible for the service of the process along with the transportation of persons incarcerated anywhere in the State of New Hampshire who are ordered to appear in a court of Jurisdiction within Belknap County.

The Sheriff's Department is statutorily required to transport persons to the New Hampshire State Hospital or other appropriate facilities pursuant to any Involuntary Emergency Admission (IEA) proceeding. Lastly, we arrange for transports of wanted persons who are located at other facilities, in other states, and assist with the extradition processes. The Department generates revenue from the service of civil process throughout Belknap County.

Totals: Civil Process Served: **1852** Fees Collected: **\$64,272.19** Total Transports: **325**

Total IEA Transports: **69** Evictions: **151**

Criminal Investigation Division - Detectives

Criminal Investigations is another authority extended to the Sheriff's Department outlined in RSA 104:6. This Division has investigators with advanced training and experience in crime scene processing, reconstruction, evidence processing, forensic interviews, photography, and the use of other specialized equipment. The Criminal Division consists of (3) Detectives and (1) Detective Supervisor (Sgt.). The detective's responsibilities include warrants service and follow up and performing all extradition related matters, the primary investigators for criminal incidents which occur at the Belknap County Jail, County Complex, County property, specialized sexual assault investigations, multi-jurisdictional cases, conflict cases, internal affairs, Circuit Court prosecution, members of the NH Internet Crimes Against Children and the Belknap County Drug Task Force. Further, the Supervisor is the Commander of the Belknap County Drug Task Force and is the direct Belknap County contact for the NH Information and Analysis Center (NHIAC).

Totals: Arrests: **382** Offenses: **264** Citations: **395** Accidents: **8** Extraditions: **6** Calls for Service: **991**

Communications Division

The Communications Division consists of (8) Full-Time employees and (6) Part-Time per diem employees. The center provides telephone, radio, computer access, alarm monitoring and video monitoring services for nine towns in Belknap County as well one contracted town in Merrimack County (Northfield). In addition to the local towns, the communications center routinely takes calls and dispatches for NH Fish and Game, NH Liquor Commission, NH Medical Examiner's Office, NH Probation and Parole and County Attorney's Office. The Communications Center is in operation 24 hours a day, 365 days a year. They provide National Crime Information Center

(NCIC) and State Police Online Telecommunication Systems (SPOTS) services for agencies. The communications personnel field calls of emergencies, business, and general information, as well as provide documentation for said calls for service and acts as a central hub for law enforcement information dissemination. The totals of activity:

Calls for Service: **40,215** Log Notes: **12,349** Criminal History Requests: **160** Dept Calls for Service: **5,311**

Court Security Division

The Belknap County Sheriff's Department is required by RSA 104:5, III, to provide security at the (2) Courts, the Belknap Superior Court and the custody and control of prisoners appearing before the New Hampshire 4th Circuit Court (Laconia District Court).

A significant part of the responsibilities of the Superior Court security Staff is screening persons entering the facility to ensure no dangerous or illegal weapons, materials or devices are brought into the courthouse. These contacts and "screenings" were significantly lower for the year of 2020 compared to previous years date, in part due to COVID-19 restrictions. The Courthouses for part of March, all of April, May, and June had restrictions set up by the Administrative Office of the Courts, that a reduction of people allowed access into the courthouse. The months following saw a very reduce volume of people due to modified COVID restrictions. We were able to maintain security of the Superior Court building, which houses the Superior Court, County Attorney's Office, Registry of Deeds, Belknap Economic Development, NH Probation and Parole and Building Maintenance, with minimal staffing.

Belknap County Drug Task Force

The Sheriff's Department hosts the Belknap County Drug Task Force (BCDTF). There are (6) members associated with the regional team. Members consist of members from the varying participating agencies, who are all sworn Part-Time Deputy Sheriff's. These collaborative investigators operate on a part-time basis and conduct drug sales/trafficking investigations which originate in or end up in Belknap County. Through targeted investigative processes, the team has participated in numerous investigations resulting in the seizure of illicit narcotics, guns, proceeds and made numerous arrests associated with the drug trade. A continual relationship with ATF, DEA, NH State Police Narcotics Investigations Unit, Belknap County Attorney's Office, and the US Attorney's Office has been productive and resulted in a 100 percent conviction rate for cases submitted locally and federally. Due to lack of funding specific to drug investigations, BCDTF did not take in any new investigations during 2021. BCDTF continued to close active cases which began in 2020 and members forwarded all intelligence and drug related data to other drug investigative units for investigation.

Total: **0** cases were investigated to closure

Belknap Regional Special Operations Group

The Belknap County Operations Group (BRSOG) was founded in 2003 and decentralized through the cooperation of the various community law enforcement, fire department and medical partners. The team consists of tactically trained law enforcement officers, emergency medical professionals and communication specialist from various agencies throughout Belknap County. A board of local Law Enforcement Executives and the Sheriff govern the team. The team's authority derives from a Mutual Aid agreement pursuant to NH RSA 105:13. The Sheriff's Office has members assigned to the Team and provides primary funding for the team administration, maintenance, and operations as appropriated. The team is on call for immediate response 24 hours a day, for any community needing the critical services and maintains training standards as set forth by the National Tactical Officers Association and the NH Tactical Officers Association.

Total Activations: 7

In conclusion, I would like to thank the State Representatives, County Commissioners, local public officials, and the people of our community for recognizing and supporting the work and dedication of our employees. They demonstrate their commitment to the community as found in their performance and interactions daily.

Respectfully submitted,



William H. Wright
Sheriff of Belknap County





Belknap County Restorative Justice

“Accountability, Victim Involvement, Community Partnerships”

34 County Drive
Laconia, NH 03246
PH: 603-527-5493 FX: 603-527-5498

Mike MacFadzen
Director

Makala Chandonnet
Case Manager

Jaqueline Hill
Case Manager

Belknap County Restorative Justice 2021 Annual Report

The year of 2021 continued to be a challenging year with the Covid pandemic. The courts continued to operate but at a very slow pace with most hearings occurring telephonically and very few in person hearings. The department saw decreases in referrals in every category. We continue to see an increased need for mental health services for our clients, but especially for our juvenile referrals. Most of the schools opened in the fall of 2021 but had many Covid restrictions that included continued virtual learning, mask requirements and other Covid restrictions on extracurricular activities.

We continue to participate in the Recovery Court Program. The Recovery Court has been meeting for the entire year via Zoom court sessions. We hope to go back to in person court by spring 2022. With the opening of the courts, we expect to see an increase in participant applications.

During 2021 the case referrals were a total of 41 NEW referrals which was down twenty from 2020. This is a direct reflection of the courts being closed for most of 2020 and 2021. The referral numbers will increase with the clearing of the court back log. It is expected that the department will be back to pre-Covid numbers by the beginning of the summer of 2022. The 2021 referrals consisted of twenty-two juvenile cases, down eleven from 2020, 3 misdemeanor adult cases, down three from 2020, 12 felony cases, down ten from 2020, 4 education only cases, up two from 2020.

We currently have fifty-nine active cases consisting of twenty-seven juvenile cases, 5 misdemeanor cases, 22 felony, and 5 education only cases. The department is currently tracking 283 clients at the one-, three-, and five-year mark after being dismissed from the program. 79 % have remained arrest free at those benchmarks. This group consists of all dismissed clients whether successful or not. We are currently tracking 169 clients who completed the program successfully and 83% of those clients have remained arrest free for the same benchmark periods.

The department expects to continue to see increases in case numbers as the courts move to more in person hearings and dockets are cleared. We will also continue to collaborate with our partners in the Corrections Department as well as the schools, and other community resources.

Respectfully Submitted;

Michael A. MacFadzen, Director
Belknap County Restorative Justice

Belknap County Nursing Home
Annual Report 2021

To the Honorable Commissioners of Belknap County, the Elected Legislative Representatives of the County Delegation, and to the residents of Belknap County:

2021 continued with the challenges of the SARS-CoV-2 pandemic (COVID-19) leading to surges in cases, vaccine education, visitor restrictions, stay of admissions, staffing mandates, employee incentives, facility outbreaks, testing requirements for residents and employees along with the inevitability of vaccination mandates and booster shot recommendations.

All the fore mentioned COVID-19 challenges have taken a toll on Long-term care facilities, changing the overall culture and services required to meet the needs for an aging population combined with notably navigating the effects of social isolation felt by all.

Belknap County Nursing Home has continued to adapt and strategize creative safe essential policies and procedures to mitigate the spread of COVID-19, practicing the core principals of infection prevention. Guidelines, recommendations and "best practices" are set forth by the Centers for Disease Control and Prevention (CDC), Centers for Medicare & Medicaid Services (CMS), and New Hampshire Division of Public Health Services (DPHS).

United still by a willingness to protect our frailest and most vulnerable population, Belknap County Nursing Home has been successful by the collaborative and resilient efforts of our residents, families, and staff striving for health and wellness for our facility.

The Belknap County Nursing Home has a bed census capacity of ninety-four residents providing twenty-four-hour care seven days a week. The facility offers traditional Long-term Nursing Care and Skilled Care allowing residents to utilize their Medicare benefit and have up to a 100-day Rehabilitative stay thus allowing them to return home. A combination of approximately 124 full or part-time employees render care and provide facility operations through the following divisions: Activities, Administrative, Housekeeping, Laundry, Maintenance, Nursing and Social Services. Belknap County also provides Dining Services by Glendale Senior Dining, Physical Therapy, Occupational Therapy and Speech Therapy services along with a collaborative Restorative Nursing Program.

The overall census for 2021 held steady with an average census of seventy-one residents per day. This represents a daily occupancy rate of seventy-five percent. The Belknap County Nursing Home served a total of five admissions and thirty-two re-admissions in 2021. Belknap County accepts Private pay, Medicare, and Medicaid payment resources.

The Belknap County Nursing Home rates 4 Stars overall in the Center for Medicare and Medicaid 5-Star rating system. This rating is based on Staffing levels, Care-Quality Indicators, Number of Registered Nurses, and Health Inspection Scores

A summary of notable events during this year residents and staff participated in:

Staff Education:

- | | |
|---|--|
| ▪ Annual Handwashing Competency & Policy Update | ▪ PPE: Infection Control and Extended Use Guidelines |
| ▪ COVID-19 Pandemic: Infection Control | ▪ PPE: Random Review and Competency |
| ▪ COVID-19 Vaccine Update and Travel Guidelines | ▪ MRSA |
| | ▪ Infection Control: Disinfecting the APOLLO Tub |

- Nursing Assessment and Summary Documentation Policy Review
- Omnicare: MAR Hints/Tips
- Hydration in Older Adults
- Dining Safety
- Safe Insulin Use & Storage
- COVID-19 Vaccinations
- Bloodborne Pathogens, Policy Review: Exposure Control
- HIPPA – The Basics
- Policy Update: COVID-19 Visitation Procedure

Mandatory Education:

- Infection Control don't Cause Infections: Policy Review
- Abuse Neglect & Exploitation, Resident Rights & Policy Update
- Policy Review: Universal masking
- Policy & Procedure Daily Resident Assessment
- Skin/Wound Protocol
- FDA- Patient Lift Safety
- Proper Body Mechanics
- Hydrocollator Hot Packs
- Accucold Blanket/Towel Warmer Operation & Maintenance
- Policy Review: Respiratory Protection Program-Fit Testing Procedure

Quality Assurance Performance Improvement (QAPI) Projects:

- Restorative
- Dining Table Clean/Sanitize
- Abuse Reporting
- Visitor Vaccination Status
- Gait Belts
- Masking
- COVID-19 Assessment
- IN2L
- Skin Wound Protocol
- Visitor Badges

Completed and Ongoing Projects:

- COVID-19 Policies and Procedure Reference Manual
- Tub Room Cabinetry & Storage Racks
- Glove Racks installed through facility
- Bedside tables replaced
- Café Chairs replaced
- Kiosk for Nursing Units
- On-Shift Scheduling Software
- Admission Applicant Packet reviewed & revised
- Facility Assessment book revisions

Building Improvements:

- HillRom beds
- Kitchen A/C
- Kitchen Fire Suppression replaced
- Hot Water Holding Tank replaced
- Skylight Repair

The Belknap County Nursing Home continues to take pride in providing care and receiving support from the Lakes Region Community. We strive to achieve and offer care in the most financially responsible manner possible aligning our goals of successful resident outcomes and relying on effective and efficient focuses. Belknap County Nursing Home continues to maintain our mission statement, "To care for our residents, as ourselves, with compassion, dignity, and respect."

In closing I would like to take this opportunity to thank our Lakes Region Community for the overall support, understanding and commitment to our residents, families, and staff following

Respectfully submitted,


Shelley Richardson RN, BSAS, NHA

Belknap County Registry of Deeds

2021 Annual Report

To the Honorable Commissioners, Delegation Members and Citizens of Belknap County:

The Register of Deeds is responsible for the management and protection of the public land records and the documents it contains pursuant to NH RSA 478. This office is committed to ensure documents presented for recording meet statutory requirements, are processed in a timely manner, are accurately entered into the index, can be reproduced and safely archived.

In addition to deeds, mortgages, liens and attachments, there are many other types of documents pertaining to land records filed with the Registry. Survey plans, easements, condominium declarations, covenants and by-laws can also be found here. These are all a permanent chain of title for the property. In addition to being safely preserved at the Registry, all records are stored at two off-site locations on two different types of media so that we would be able to re-create the Registry records in the event of a disaster.

The Registry of Deeds experienced a significant increase in document recordings from last year. Total documents recorded in 2021 was **19,336**. An increase of **2,081** from the previous year. The breakdown by municipality is as follows:

Municipal Transactions

Alton	1,963	Gilmanton	1,110
Barnstead	1,484	Laconia	4,192
Belknap	2,026	Meredith	2,046
Belmont	1,620	New Hampton	568
Center Harbor	314	Sanbornton	728
Gilford	2,556	Tilton	813

The Registry of Deeds has been successfully accepting documents for recording electronically since November 2016. This convenience proved to be very valuable during the past year as we were faced with many challenges associated with the COVID-19 pandemic. This process is a cost effective, timely convenience for submitters and eliminates the “paper shuffle”. Over 68% of all documents recorded were received electronically.

Property and mortgage fraud is one of the fastest growing white-collar crimes. Property owners of Belknap County are encouraged to use a free service entitled “Property Fraud Alert”. Once enrolled, a registered user would be alerted if a document was recorded matching the name they provided. This service is offered at no additional cost to Belknap County or taxpayers and can be accessed through our website at www.nhdeeds.org.

I am happy to report the successful preservation/restoration of two additional historic Plat Books. The Plat Books have been out of public access, due to their deteriorated state, for many years. With the support of the county commissioners and county delegation, these plat books are once again available to the public and are preserved for future generations of Belknap County.

At the beginning of this year, in partnership with our trusted vendor Fidlar Technologies, the Registry of Deeds upgraded our software programs and successfully launched two new search engines. The Laredo search product is now in use in the deeds office and is available to title searchers & abstractors for in depth title searching. Recorded documents are also available 24 hours a day, 7 days a week, with our free public search, AVA. This search allows customers to view documents and print copies of the records from the convenience of their home. Access to the free public search can be found on our website at www.nhdeeds.org.

As part of the upgrade to our software programs, the 10 towns and 1 city within Belknap County now receive information regarding transfers on a daily basis. These images are sent to a dedicated destination folder on the town or city workstation computer. This free service is known as Monarch.

2021 Revenue Collected by Register of Deeds:

RETT 4% Commission & Recording Fees	\$1,358,619.05
Surcharge Fees	\$ 37,522.00
LCHIP 4% Commission Fee	\$ 14,511.00
Bank Interest	\$ 430.40
TOTAL	\$1,411,082.45

The operating cost of the office, including salaries, was **\$389,878.00**. This leaves a total of **\$1,012,282.45** being contributed back to the Belknap County General Fund.

I would like to acknowledge the small dedicated staff here at the Registry. Exceptional teamwork has made it possible to work through a very busy year while maintaining the accuracy and attention to detail that the office demands. It is a pleasure to work with these individuals each day.

In closing, I would like to thank the Commissioners, Delegation and the County Administrative team for their continued assistance and support to this office.

Respectfully submitted,

Judith A. McGrath

Register

Meeting Minutes for the Executive Committee – January 04, 2021 at 6:30 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:30 p.m. on the above date at 34 County Drive, Laconia, NH.

Meeting called to order at 6:30 p.m.

Pledge: Rep. Comtois

M/Rep. Sylvia S/ Rep. Silber – to accept minutes of Dec 28 & 29 2020 - unanimous

M/Rep Comtois S/Rep Sylvia – reduce 014135-53435 –I/T-system upgrade project to 16,530 – unanimous

M/Rep Silber S/Rep Aldrich – reduce 025100-05435 - I/T-system upgrade project to \$11,570 - unanimous

County Administration

M/ Rep. Sylvia S/ Rep. Aldrich reduce OT to \$1,000 – unanimous

M/ Rep. Silber S/ Rep. Comtois - reduce Commissioners Health Insurance line to \$0.00 - motion passes 4 to 1

M/ Rep. Sylvia S/ Rep. Silber – reduce employee recognition to \$1,500 – unanimous

M/ Rep. Silber S/ Rep. Aldrich - reduce auditing services to \$12,909 – motion passes 3 to 2

M/ Rep. Sylvia S/ Rep. Silber – reduce legal services line to \$14,000– unanimous

M/ Rep. Comtois S/ Rep. Silber – reduce telecommunications line to \$2,400 – unanimous

M/ Rep. Silber S/Sylvia – reduce printing line to \$375 – motion passes 4 to 1

M/Silber S/ Rep. Sylvia – reduce dues & subscriptions to \$1,365 – unanimous

M/ Rep. Silber S/ Rep. Sylvia – reduce meeting recording to \$3,750 – unanimous

M/ Rep. Silber S/ Rep. Aldrich - reduce professional development to \$2,300 – motion passes 4 to 1

M Rep. /Silber S/ Rep. Sylvia – reduce travel to \$250 – unanimous

M/ Rep. Silber S/ Rep. Aldrich – reduce office supplied to \$500 – unanimous

FINANCE

M/ Rep. Comtois S/ Rep. Silber – reduce PT wages to \$30 – unanimous

M/ Rep. Comtois S/ Rep. Silber – reduce Health Insurance to \$51,590 – unanimous
M/ Rep. Silber S/ Rep. Sylvia - reduce professional development to \$300 – unanimous
M/ Rep. Silber S/ Rep. Sylvia – reduce travel to \$200 - unanimous
M/ Rep. Silber S/ Rep. Sylvia – reduce office supplies to \$1,500 – unanimous
M/ Rep. Silber S/ Rep. Sylvia – reduce postage to \$1,000 – unanimous

COUNTY MAINTENANCE

M/ Rep. Sylvia S/ Rep. Silber – reduce OT wages to \$1,500 – unanimous
M/ Rep. Comtois S/ Rep. Silber – reduce health insurance to \$78,500 – unanimous
M/ Rep. Silber S/ Rep. Aldrich – reduce cleaning services to \$12,000 – motions passes 4 to 1
M/ Rep. Silber S Rep. /Aldrich – reduce custodial supplies to \$4,000 – unanimous
M/ Rep. Silber S/ Rep. Aldrich -reduce heating fuel to \$70,000 – unanimous
M/ Rep. Silber S/ Rep. Sylvia - reduce water & sewer to \$30,500 – unanimous
M/ Rep. Silber S/ Rep. Aldrich – reduce general operating supplies to \$6,000 – unanimous
M/ Rep. Comtois S/ Rep. Silber – reduce building improvements to \$36,000 – amend motion to \$20,000 – unanimous
M/ Rep. Howard S/ Rep. Silber - reduce Other Improvements to \$19,232 – unanimous

Motion to adjourn – M/Rep. Comtois S/Rep. Sylvia - unanimous

9:17 p.m.

Meeting Minutes for the Executive Committee – January 11, 2021 at 6:30 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:34 p.m. on the above date at 34 County Drive, Laconia, NH.

Meeting called to order at 6:30 p.m.

Rep. Comtois – remote – at home

Pledge: Rep. Silber

M/Rep. Sylvia S/ Rep. Aldrich – to accept minutes of Jan 04, 2021 – unanimous

SHERRIF

M/Rep Comtois S/Rep Sylvia – reduce FT wages to \$599,370 – unanimous

M/Rep Sylvia S/Rep Aldrich – increase FT Dispatch to \$370,405 – unanimous

M/Rep. Comtois S/Rep Silber – keep PT wages at \$62,000 – unanimous

M/ Rep. Sylvia S/ Rep. Aldrich reduce OT wages to \$35,000 – unanimous

M/ Rep. Silber S/ Rep. Sylvia - reduce OT wages Dispatch to \$23,000 - unanimous

M/ Rep. Aldrich S/ Rep. Sylvia – reduce Health Incentive to \$23,500 – unanimous

M/ Rep. Silber S/ Rep. Sylvia – reduce sick time incentive to \$7,793– unanimous

m/Rep Aldrich s/Rep Sylvia - reduce longevity award to \$3,020 – unanimous

M/Rep Aldrich S/Rep Silber - increase health insurance to E185710 – motion passes 3 to 2 – in favor: Rep. Aldrich, Rep. Silber, Rep. Howard – against: Rep Sylvia Rep. Comtois

M/Rep Sylvia S/Rep Aldrich – to reduce payroll tax to \$79,700 – unanimous

M/Rep Sylvia S/Rep Aldrich – reduce retirement to \$253,625 – unanimous

M/Rep Howard S/Rep Silber – reduce contracted services to \$36,258 – unanimous

M/Rep Silber S/Rep Sylvia – reduce special operation to \$10,000 – motion passes 4 to 1 – in favor: Rep. Aldrich, Rep. Silber, Rep. Sylvia, Rep. Comtois – against: Rep Howard

M/Rep. Silber S/Rep. Sylvia - increase communication equip repair & maintenance to \$12,500 – unanimous

M/Rep Silber S/Rep Sylvia – reduce grant opportunities to \$1 – motion w/drawn

M/ Rep. Sylvia S/Rep. Silber – reduce printing to \$400 – unanimous

M/Rep. Sylvia S/Rep. Silber – reduce general operating supplies to \$800 – unanimous

M/Rep. Sylvia S/Rep. Silber – reduce advertising to \$200 – unanimous

M/Rep Silber. S/Rep. Sylvia – reduce training to \$2,200 – unanimous

M/Rep. Sylvia S/Rep. Silber – increase uniform allowance to \$5,000 – motion passes 4 to 1 - in favor:
Rep. Aldrich, Rep. Silber, Rep. Sylvia, Rep. Comtois – against: Rep Howard

M/Rep. Silber S/Rep. Sylvia – increase uniforms to \$5,500 - motion passes 4 to 1 - in favor: Rep. Aldrich,
Rep. Silber, Rep. Sylvia, Rep. Comtois – against: Rep Howard

M/Rep. Sylvia S/Rep. Silber – reduce travel-extradition to \$4,000 – unanimous

M/Rep. Silber S/Rep. Sylvia – reduce postage to \$2,000 – unanimous

M/Rep. Sylvia S/Rep. Silber – reduce gasoline/diesel to \$14,000 – unanimous

M/Rep. Silber S/Rep. Sylvia – increase new equipment to \$6,500 - motion passes 4 to 1 - in favor: Rep.
Aldrich, Rep. Silber, Rep. Sylvia, Rep. Comtois – against: Rep Howard

M/Rep Silber S/Rep Sylvia – motion to reconsider special operation line - motion passes 4 to 1 - in favor:
Rep. Aldrich, Rep. Silber, Rep. Howard, Rep. Comtois – against: Rep Sylvia

M/Rep Silber S/Rep Howard – reduce special operation to \$8,000 – motion withdrawn

RESTORATIVE JUSTICE

M/Rep. Silber S/Rep. Sylvia – reduce PT wages to \$124,000 - motion passes 4 to 1 - in favor: Rep.
Aldrich, Rep. Silber, Rep. Howard, Rep. Sylvia – against: Rep Comtois

M/Rep. Sylvia S/Rep. Aldrich – reduce sick time incentive to \$980 – unanimous

M/Rep. Sylvia S/Rep. Aldrich – reduce drug screening supplies to \$1,500 - unanimous

M/Rep. Silber S/Rep. Sylvia – reduce training to \$500 – motion passes 4 to 1 - in favor: Rep. Aldrich,
Rep. Silber, Rep. Sylvia, Rep. Comtois – against: Rep Howard

M/Rep. Silber S/Rep. Sylvia – reduce office supplies to \$500 – unanimous

M/Rep. Silber S/Rep. Sylvia – reduce postage to \$75 - unanimous

M/Rep. Silber S/Rep. Sylvia – reduce gasoline/diesel fuel to \$350 – unanimous

M/Rep. Silber S/Rep. Sylvia – reduce vehicle/maintenance & repair to \$500 – unanimous

M/Rep. Comtois S/Rep. Aldrich – reduce payroll tax to \$9,561 – unanimous

CORRECTIONS

Current population = 48 – Carrol County = 7 (6 of which we pay for at \$40 per day plus medical)

M/Rep. Comtois S/Rep. Aldrich – reduce FT wages to \$2,000,000 – unanimous

M/Rep. Comtois S/Rep. Silber – reduce sick time incentive to \$7,626 – unanimous

M/Rep. Comtois S/Rep. Sylvia – reduce longevity to \$5,810 – unanimous

M/Rep. Comtois S/Rep. Aldrich – reduce health insurance to \$575,000 – unanimous

M/Rep. Silber S/Rep. Aldrich - reduce mental health services to \$50,000 - motion passes 4 to 1 - in favor:
Rep. Aldrich, Rep. Silber, Rep. Howard, Rep. Sylvia – against: Rep Comtois

M/Rep Silber S/Rep. Aldrich reduce chaplain services to \$2,000 – unanimous

Motion to adjourn – M/Rep. Sylvia S/Rep. Silber - unanimous

9:38 p.m.

Meeting Minutes for the Executive Committee – January 12, 2021 at 6:31 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:31 p.m. on the above date at 34 County Drive, Laconia, NH.

Rep. Comtois – remote – at home

Pledge: Rep. Aldrich

M/Rep. Sylvia S/ Rep. Aldrich – to accept minutes of Jan 11, 2021 – unanimous

CORRECTIONS

M/Rep Silber S/Rep. Aldrich – reduce medical services to \$135,000 – unanimous

M/Rep. Silber S/Rep. Howard – reduce MAT clinical services to \$25,000 – motion passes 3 to 2 - in favor: Rep. Aldrich, Rep. Silber, Rep. Howard– against: Rep Comtois, Rep. Sylvia

M/Rep Silber S/Rep. Aldrich – reduce dietary services to \$150,000 – unanimous

M/Rep Silber S/Rep. Aldrich – reduce program costs to \$10,000– unanimous

M/Rep. Sylvia S/Rep. Silber - reduce general operating supplies to \$12,000 – unanimous

M/Rep Silber S/Rep. Aldrich- reduce travel to \$1,000 – unanimous

M/Rep. Sylvia S/Rep. Silber - reduce inmate supplies to \$14,000 – unanimous

M/Rep Silber S/Rep Howard – reduce garden program supply to \$500 - motion passes 3 to 2 - in favor: Rep. Aldrich, Rep. Silber, Rep. Howard– against: Rep Comtois, Rep. Sylvia

M/Rep Comtois S/Rep Silber - reduce payroll tax to \$65,345 and retirement to \$591,330 – unanimous – Rep. Aldrich absent

OUTSIDE AGENCIES

BELKNAP COUNTY CONSERVATION DISTRICT

M/Rep. Howard S/Rep. Silber - to reduce line to \$0.00 – motion fails 2 to 3 - in favor: Rep. Silber, Rep. Howard– against: Rep. Aldrich, Rep Comtois, Rep. Sylvia

M/Rep. Sylvia S/Rep Silber – to reduce line to \$50,000 – motion passes 4 to 1 - in favor: Rep. Aldrich, Rep. Silber, Rep. Howard, Rep. Sylvia – against: Rep Comtois

LR MENTAL HEALTH CENTER

M/Rep Howard S/Rep. Silber – level fund from prior years – motion passes 4 to 1 - in favor: Rep. Silber, Rep. Howard, Rep. Sylvia, Rep Comtois – against: Rep. Aldrich

COMMUNITY ACTION PROGRAM

M/Rep. Silber S/Rep. Sylvia – move to reduce line to \$47,905 - motion passes 3 to 2 - in favor: Rep. Aldrich, Rep. Silber, Rep. Sylvia– against: Rep Comtois, Rep. Howard

SICK TIME INCENTIVE

M/Rep Sylvia S/Rep. Silber – move to change all Sick Time Incentive Lines to handout of January 11, 2021 entitled 2020 Sick Bonus Paid - unanimous

Motion to adjourn – M/Rep. Sylvia S/Rep. Aldrich - unanimous

9:21 p.m.

Meeting Minutes for the Executive Committee – January 18, 2021 at 6:30 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:30 p.m. on the above date at 34 County Drive, Laconia, NH.

Pledge: Rep. Aldrich

M/Rep. Sylvia S/ Rep. Silber – to accept minutes of Jan 12, 2021 – unanimous

CAPITAL PROJECTS

M/Rep Comtois S/Rep. Aldrich – reduce capital projects to \$550,000 – unanimous

CONTINGENCY

M/Rep Comtois S/Rep. Sylvia – adjust to \$200,000 – motion passes 4 to 1 – voting against: Rep. Howard

PAYROLL TAX LINES

M/Rep. Sylvia S/Rep. Comtois - reduce county attorney payroll tax line to \$49,335 – unanimous

M/Rep. Comtois S/Rep Aldrich – adjust all Sick Time Incentive lines to handout of January 11, 2021 titled 2020 Sick Bonus Paid to round up to nearest dollar - unanimous

M/Rep Sylvia S/Aldrich - move County Attorney bottom line of \$973,761 – unanimous

M/Rep Sylvia S/Aldrich - move County Convention bottom line of \$5,100 – unanimous

M/Rep Sylvia S/Aldrich - move County Administration bottom line of \$388,977 – unanimous

M/Rep Sylvia S/Silber - move IT bottom line of \$174,178 – unanimous

M/Rep Sylvia S/Silber - move Finance bottom line of \$292,142 – unanimous

M/Rep. Sylvia S/Rep. Silber - reduce Register of Deeds payroll tax line to \$13,288 – unanimous

M/Rep Sylvia S/Silber - move Register of Deeds bottom line of \$416,974 – unanimous

M/Rep Sylvia S/Aldrich - move County Maintenance bottom line of \$701,309 – unanimous

M/Rep Sylvia S/Aldrich - move Contingency bottom line of \$200,000 motion passes 4 to 1 – voting against: Rep. Howard

M/Rep Sylvia S/Aldrich - move County Maintenance bottom line of \$701,309 – unanimous

M/Rep Comtois S/Aldrich – reduce contracted services to \$17 and create Software Support line of \$18 in Sherriff department unanimous

M/Rep Sylvia S/Aldrich - move Sheriff bottom line of \$2,265,837 – unanimous

M/Rep Sylvia S/Silber - move Corrections bottom line of \$4,452,210 – unanimous

M/Rep Sylvia S/Aldrich - move Restorative Justice bottom line of \$145,080 – unanimous

M/Rep Sylvia S/Aldrich - move HHS bottom line of \$7,339,317 – unanimous

M/Rep Comtois S/Aldrich - move Outside Agencies bottom line of \$262,516 – motion passes 4 to 1 – voting against: Rep. Howard

M/Rep Sylvia S/Aldrich - move Debt Service bottom line of \$524,235 – unanimous

M/Rep Sylvia S/Silber - move Capital Project bottom line of \$550,000 – unanimous

M/Rep Sylvia S/Silber - move Nursing Home debt service bottom line of \$67,526 – unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Administration pr tax line \$40,850– unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Administration bottom line of \$1,599,812 – unanimous

M/Rep Sylvia S/Silber - move Nursing Home Maintenance pr tax line \$6,670– unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Maintenance retirement line \$10,994– unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Maintenance bottom line of \$563,599 – unanimous

M/Rep Sylvia S/Silber - move Nursing Home Rehab bottom line of \$204,567 – unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Dietary bottom line of \$1,107,000 – unanimous

M/Rep Sylvia S/Silber- move Nursing Home Nursing pr tax to \$271,000 – unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Nursing bottom line of \$6,046,958– unanimous

M/Rep Sylvia S/Silber - move Nursing Home Laundry bottom line of \$190,719– unanimous

M/Rep Sylvia S/Silber - move Nursing Home Housekeeping pr tax to line of \$16,700– unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Housekeeping retirement to line of \$24,150– unanimous

M/Rep Sylvia S/Howard - move Nursing Home Housekeeping bottom line of \$414,388– unanimous

M/Rep Sylvia S/Silber - move Nursing Home Physicians bottom line of \$1,002,400– unanimous

M/Rep Sylvia S/Aldrich - move Nursing Home Activities pr tax line to \$15,400– unanimous
M/Rep Sylvia S/Howard- move Nursing Home Activities retirement to \$25,410– unanimous
M/Rep Sylvia S/Howard - move Nursing Home Activities bottom line of \$347,480– unanimous
M/Rep Sylvia S/Aldrich - move Nursing Home Hairdressing pr tax line to \$1,265– unanimous
M/Rep Sylvia S/Silber - move Nursing Home Hairdressing bottom line of \$20,100– unanimous

REVENUES

M/Rep Sylvia S/Aldrich - move County attorney bottom line of \$85,200– unanimous
M/Rep Howard S/Aldrich - move to increase Gunstock line to \$140,000– unanimous
M/Rep Silber S/Aldrich - move to increase rental line to \$282,805– unanimous
M/Rep Sylvia S/Aldrich- move to increase unanticipated line to \$250,000– unanimous
M/Rep Sylvia S/Aldrich- move to decrease insurance rebate line to \$100,000– unanimous
M/Rep Sylvia S/Aldrich- move bottom line of County Administration line of \$770,276 – unanimous
M/Rep Aldrich S/Silber- increase fund balance line to \$3,000,0000 – unanimous
M/Rep Sylvia S/Aldrich- move bottom line of Finance line of \$3,002,000 – unanimous
M/Rep Sylvia S/Aldrich- increase re transfer line to \$1,100,0000 – unanimous
M/Rep Sylvia S/Aldrich- increase Lchip line to \$12,000 – unanimous

M/Rep Sylvia S/Silber move bottom line of Register of Deeds line of \$1,141,000 – unanimous
M/Rep Sylvia S/Aldrich move bottom line of Sherriff line of \$403,000 – unanimous
M/Rep Howard S/Sylvia move to reduce inmate reimbursement of Corrections line of \$15,000 – unanimous
M/Rep Sylvia S/Aldrich move to reduce work release of Corrections line of \$30,000 – unanimous

M/Rep Sylvia S/Aldrich move bottom line of Corrections line of \$77,000 – unanimous
M/Rep Sylvia S/Aldrich move bottom line of Restorative Justice line of \$10,000 – unanimous
M/Rep Sylvia S/Silber move to increase HHS recovery line of HHS line of \$70,000 – unanimous

M/Rep Sylvia S/Aldrich move bottom line of HHS line of \$341,000 – unanimous

M/Rep Sylvia S/Aldrich move increase NH Admin pro share line of \$2,100,000 – unanimous

M/Rep Sylvia S/Aldrich move increase NH Admin Medicare Part A line of \$750,000 – unanimous

M/Rep Sylvia S/Aldrich move increase NH Admin private pay line of \$1,300,000 – unanimous

M/Rep Sylvia S/Aldrich move increase NH Admin Medicaid incentive line of \$1,550,000 – unanimous

M/Rep Sylvia S/Aldrich move increase NH Admin So Insurance Aline of \$125,000 – unanimous

M/Rep Sylvia S/Aldrich move bottom line of NH Admin of \$11,281,400 – unanimous

M/Rep Sylvia S/Aldrich – it is our recommendation that the inter department transfer policy be limited to \$1,000

M/Rep Sylvia S/Rep Aldrich Motion to adjourn – unanimous

8:54 pm

Meeting Minutes for the Delegation – January 26, 2021 at 6:30 p.m.

Rep. Sylvia reconvened the Belknap County Delegation meeting to order at 6:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Bean, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. Mackie, Rep. O'Hara, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Trottier,

Via Zoom: Rep. Aldrich, Rep. Bordes, Rep. Littlefield, Rep. Varney

Pledge: Rep Howard

M/Rep Lang S/Rep Johnson – to approve the minutes of Dec. 14, 2020 as amended – motion passes 16 with 2 abstentions

Adjust minutes to memorialize agreement with Gunstock regarding timber harvest and use of revenue

M/Rep. Silber S/Rep Howard - we vote to require that the Gunstock Area Ski Area turn over 1.75% of yearly gross operating revenue to the treasurer of Belknap County – unanimous

Rep. Howard moved the Executive Committee Budget Report

Belknap County 2021 budget, being the sum of each individual line, for purposes considered in detail, totaling the sum of \$30,256,185. Revenues as budgeted totaling \$14,110,876, with the use of \$3,000,000 from undesignated fund balance. The amount of \$13,145,309 to be raised from taxation

M/Rep Lang S/Rep Trottier – to amend County Admin auditing services to Commissioners recommended number of \$20,490 – motion fails 6 to 12

IT Department

SHERIFF

M/Rep Bordes S/Rep Trottier (part time deputy with Sherriff dept) – add \$2,963 back to line 014211-53420 – motion fails 4 to 14

M/Rep. Mackie S/Rep. Lang – to put into Exec Committee budget, all items requested by Commissioners handout as a total of \$444,824 – motion fails 4 to 14

M/Rep. O'Hara S/Rep. Bordes – to divide the question and vote on each line proposed by County Commissioner letter– motion fails 7 to 11

M/Rep. O'Hara S/Rep. Harvey-Bolia – motion to open up remaining time to Department Heads – motion passes 16 to 2

M/Rep. Howard – to accept Executive Committee's budget as presented – motion passes 11 to 7 – note: the motion by the Executive Committee Chair requires no second

M/Rep. Howard – moved the Executive Committee transfer recommendation authority be limited to \$1,000 between departments, any transfers summing more than \$1,000 between departments shall require authorization of the executive committee. Department means all lines within unique identifiers 014110 through 025194. – motion passes 15 to 3

Courthouse Lease

M/Rep. Johnson S/Rep. O'Hara – to accept lease agreement by Court House (Exhibit A) – motion passes 14 to 4

M/Rep Terry S/Rep Comtois motion to adjourn

9:25 p.m.

ATTENDANCE FOR ZOOM CALL			
	ATTENDING	PLACE	ALONE
Howard		County	
Aldrich		Home	yes
Bean		County	
Bordes		Home	yes
Harvey-Bolia		County	
Hough		County	
Johnson		County	
Lang		County	
Littlefield		Home	yes
Mackie		County	
O'Hara		County	
Ploszaj		County	
Silber		County	
Terry		County	
Trottier		County	
Varney		Home	yes
Comtois		County	
Sylvia		County	

Motion	Rep. Lang		
Second	Rep. Johson		
	to approve minutes as amended		
	YES	NO	Abstain
Rep.Howard	1		
Rep. Aldrich	1		
Rep. Bean	1		
Rep. Bordes	1		
Rep. Harvey-Bolia	1		
Rep. Hough	1		
Rep. Johnson	1		
Rep. Lang	1		
Rep. Littlefield	1		
Rep. Mackie	1		
Rep. O'Hara	1		
Rep. Ploszaj			1
Rep. Silber	1		
Rep. Terry	1		
Rep. Trottier			1
Rep. Varney	1		
Rep. Comtois	1		
Rep. Sylvia	1		
TOTALS	16	0	2

Motion	Rep. Silber		
Second	Rep. Howard		
we vote to require that the Gunstock Area Ski Area turn over 1.75% of yearly gross operating revenue to the treasurer of Belknap County			
	YES	NO	
Rep.Howard	1		
Rep. Aldrich	1		
Rep. Bean	1		
Rep. Bordes	1		
Rep. Harvey-Bolia	1		
Rep. Hough	1		
Rep. Johnson	1		
Rep. Lang	1		
Rep. Littlefield	1		
Rep. Mackie	1		
Rep. O'Hara	1		
Rep. Ploszaj	1		
Rep. Silber	1		
Rep. Terry	1		
Rep. Trottier	1		
Rep. Varney	1		
Rep. Comtois	1		
Rep. Sylvia	1		
TOTALS	18	0	

Motion	Rep. Lang		
Second	Rep. Trottier		
to adjust County Admin auditing services to Commissioners recommended number of \$20,490			
	YES	NO	
Rep.Howard		1	
Rep. Aldrich		1	
Rep. Bean		1	
Rep. Bordes	1		
Rep. Harvey-Bolia		1	
Rep. Hough		1	
Rep. Johnson		1	
Rep. Lang	1		
Rep. Littlefield		1	
Rep. Mackie	1		
Rep. O'Hara	1		
Rep. Ploszaj		1	
Rep. Silber		1	
Rep. Terry		1	
Rep. Trottier	1		
Rep. Varney		1	
Rep. Comtois	1		
Rep. Sylvia		1	
TOTALS	6	12	

Motion	Rep.Bordes		
Second	Rep. Trottier		
part-time deputy with the Sherriff's department			
add \$2,963 back to line 014211-53905			
	YES	NO	
Rep.Howard		1	
Rep. Aldrich		1	
Rep. Bean		1	
Rep. Bordes	1		
Rep. Harvey-Bolia		1	
Rep. Hough		1	
Rep. Johnson		1	
Rep. Lang	1		
Rep. Littlefield		1	
Rep. Mackie	1		
Rep. O'Hara		1	
Rep. Ploszaj		1	
Rep. Silber		1	
Rep. Terry		1	
Rep. Trottier	1		
Rep. Varney		1	
Rep. Comtois		1	
Rep. Sylvia		1	
TOTALS	4	14	

Motion	Rep. Mackie			
Second	Rep. Lang			
to put into Exec Committee budget, all items requested by Commissioners handout as a total of \$444,824				
	YES	NO	Abstain	
Rep. Howard		1		
Rep. Aldrich		1		
Rep. Bean		1		
Rep. Bordes	1			
Rep. Harvey-Bolia		1		
Rep. Hough		1		
Rep. Johnson		1		
Rep. Lang	1			
Rep. Littlefield		1		
Rep. Mackie	1			
Rep. O'Hara		1		
Rep. Ploszaj		1		
Rep. Silber		1		
Rep. Terry		1		
Rep. Trottier	1			
Rep. Varney		1		
Rep. Comtois		1		
Rep. Sylvia		1		
TOTALS	4	14		

Motion	Rep. O'Hara	
Second	Rep. Bordes	
to divide the question and vote on each line proposed by County Commissioner letter		
	YES	NO
Rep. Howard		1
Rep. Aldrich		1
Rep. Bean		1
Rep. Bordes	1	
Rep. Harvey-Bolia	1	
Rep. Hough		1
Rep. Johnson		1
Rep. Lang	1	
Rep. Littlefield		1
Rep. Mackie	1	
Rep. O'Hara	1	
Rep. Ploszaj		1
Rep. Silber		1
Rep. Terry		1
Rep. Trottier	1	
Rep. Varney		1
Rep. Comtois	1	
Rep. Sylvia		1
TOTALS	7	11

Motion	Rep. O'Hara	
Second	Rep. Harvey-Bolia	
motion to open up remaining time to Department Heads		
	YES	NO
Rep. Howard	1	
Rep. Aldrich		1
Rep. Bean	1	
Rep. Bordes	1	
Rep. Harvey-Bolia	1	
Rep. Hough	1	
Rep. Johnson	1	
Rep. Lang	1	
Rep. Littlefield	1	
Rep. Mackie	1	
Rep. O'Hara	1	
Rep. Ploszaj	1	
Rep. Silber		1
Rep. Terry	1	
Rep. Trottier	1	
Rep. Varney	1	
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	16	2

Motion	Rep. Howard	
Second		
	YES	NO
Rep. Howard	1	
Rep. Aldrich	1	
Rep. Bean	1	
Rep. Bordes		1
Rep. Harvey-Bolia		1
Rep. Hough	1	
Rep. Johnson	1	
Rep. Lang		1
Rep. Littlefield	1	
Rep. Mackie		1
Rep. O'Hara		1
Rep. Ploszaj	1	
Rep. Silber	1	
Rep. Terry	1	
Rep. Trottier		1
Rep. Varney		1
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	11	7

Motion	Rep. Howard		
Second	recommended by Exec. Committee		
motion to move transfer authority be limited to \$1,000 between departments, any transfers summing more than \$1,000 between departments shall require authorization of the executive committee. Department means all lines within unique identifiers 014110 through 025194			
	YES	NO	
Rep. Howard	1		
Rep. Aldrich	1		
Rep. Bean	1		
Rep. Bordes	1		
Rep. Harvey-Bolia	1		
Rep. Hough	1		
Rep. Johnson	1		
Rep. Lang		1	
Rep. Littlefield	1		
Rep. Mackie		1	
Rep. O'Hara	1		
Rep. Ploszaj	1		
Rep. Silber	1		
Rep. Terry	1		
Rep. Trottier		1	
Rep. Varney	1		
Rep. Comtois	1		
Rep. Sylvia	1		
TOTALS	15	3	

Motion	Rep. Johnson	
Second	Rep. O'Hara	
to accept lease agreement by Court House (Exhibit A) -		
	YES	NO
Rep.Howard	1	
Rep. Aldrich		1
Rep. Bean	1	
Rep. Bordes	1	
Rep. Harvey-Bolia	1	
Rep. Hough	1	
Rep. Johnson	1	
Rep. Lang	1	
Rep. Littlefield	1	
Rep. Mackie	1	
Rep. O'Hara	1	
Rep. Ploszaj	1	
Rep. Silber		1
Rep. Terry		1
Rep. Trottier	1	
Rep. Varney	1	
Rep. Comtois		1
Rep. Sylvia	1	
TOTALS	14	4

Motion	Rep. Terry		
Second	Rep. Comtois		
	motion to adjourn		
	YES	NO	Abstain
Rep.Howard	1		
Rep. Aldrich	1		
Rep. Bean	1		
Rep. Bordes	1		
Rep. Harvey-Bolia	1		
Rep. Hough	1		
Rep. Johnson	1		
Rep. Lang	1		
Rep. Littlefield	1		
Rep. Mackie	1		
Rep. O'Hara	1		
Rep. Ploszaj	1		
Rep. Silber	1		
Rep. Terry	1		
Rep. Trottier	1		
Rep. Varney	1		
Rep. Comtois	1		
Rep. Sylvia	1		
TOTALS	18	0	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT

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ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion 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. Provide 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 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 requirement 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"
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distributed to :
 - a. Tenant
 - b. Landlord
 - c. 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".

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT

STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this January 21 day of 2021, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: County of Belknap

(individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 34 County Drive

Street Address (principal place of business)

Laconia

NH

03246

(603) 527-5400

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,
acting by and through its Director or Commissioner of:

Department Name: Department of Administrative Services, Bureau of Court Facilities

Address: 25 Capitol Street, Room 115

Street Address (official location of Tenant's business office)

Concord

NH

03301

(603) 271-3936

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 64 Court Street, Basement & 2nd Floor

(street address, building name, floor on which the space is located, and unit/suite # of space)

Laconia

NH

03246

City

State

Zip

The demise of the premises consists of: approximately 17,076 square feet of space

(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of January, in the year 2021, and ending on the
31st day of December, in the year 2024, unless sooner terminated
in accordance with the Provisions hereof.

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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 January, in the year 2021, 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*) January 1, 2021

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.

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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:

- X 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.

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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:

Belknap County Courthouse

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.

See EXHIBIT D herein for text modifying Section 8.2.

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.

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- 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 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.

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- 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.

X 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.

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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:

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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.

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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 its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than 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

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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.

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.

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,

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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 statutes, 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.

See EXHIBIT D herein for text modifying Section 20.5, Part A.

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 performed 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.

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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: Dustin Muzzey

Title: County Facilities Manager

Address: 34 County Drive, Laconia NH 03246 Phone: (603) 527-5400

Email Address: dshackett@belknapcounty.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: Sarah B. Lineberry

Title: Administrator IV, Bureau of Court Facilities

Address: 25 Capitol Street, Room 115, Concord, NH 03301 Phone: (603) 271-3936

Email Address: sarah.lineberry@das.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 books, records and accounts for

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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.

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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) Charles M. Arlinghaus

LANDLORD: (full name of corporation, LLC or individual) County of Belknap

Authorized by: (full name and title) Debra Shackett Debra Shackett

Signature

Print: County Administrator
Name & Title

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

OF: New Hampshire COUNTY OF: Belknap

UPON THIS DATE (insert full date) January 21, 2021, appeared before

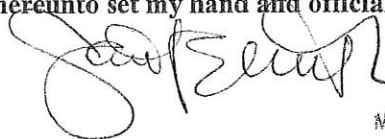
me (print full name of notary) Jamie Ellsworth the undersigned officer personally

appeared (insert Landlord's signature) Debra Shackett

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



JAMIE L. ELLSWORTH, Notary Public
My Commission Expires September 11, 2025

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: _____

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Date: 1/21/21

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 17,076 square feet of space as set forth in Section 2 herein. This space is comprised of both courtroom and general office space. The rent due for the Premises during the ten-year term shall be as follows:

Year	Lease Dates	Approximate Square Foot Cost (17,076 sq. ft.)	Total Monthly Rent	Total Annual Rent	Annual Increase
1	1/1/21 - 12/31/21	\$ 14.77	\$ 21,022	\$ 252,264	2
2	1/1/22 - 12/31/22	\$ 15.07	\$ 21,442	\$ 257,304	2
3	1/1/23 - 12/31/23	\$ 15.37	\$ 21,871	\$ 262,452	2
4	1/1/24 - 12/31/24	\$ 15.68	\$ 22,308	\$ 267,696	2
Total for Four Year Term				\$1,039,716	

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.

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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.*

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant. The cost shall be included in the "rent" set forth in "Exhibit A" herein.

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All janitorial work is to be performed outside of Tenant's regular business hours.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
 - J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.

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K. Vacuum Carpets (spot clean) – Vacuum all carpeted common areas, heavy traffic areas and entranceways.

L. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.

M. Carpet Shampooing and Cleaning – Three acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.
- c. Thoroughly vacuum to remove surface particles, pretreat with suitable stain remover as needed. Shampoo with "Rug Doctor" or equivalent rotary broom and solution type machine.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose
Soap, toilet (Floating White)
Soap, toilet, powder - Plain and with Borax
Sweeping Compound
Polish - Metal
Wax, Floor, Water Emulsion - or TENANT approved substitute
Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
Waste Container Liners (plastic)
Remover, Water Emulsion Type Floor Wax

B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

1-07. LANDLORD QUALIFICATIONS:

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A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

D Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-11. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

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A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.


K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

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P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

- 1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.
- 1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.
- 1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.
- 1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit C Part IV "Recycling" of the Agreement herein.

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**Exhibit B Continued:
FREQUENCIES OF JANITORIAL SERVICES**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Diffusers: Damp Clean					X	
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
Waste Receptacles						
Empty waste Receptacles	X					
Wash waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Class Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning – Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight clean (if applicable)				X		
Window covering						
Clean and re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
Recycling		X				

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

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EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:

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.*

In accordance with the Letter of Recommendation from the Architectural Barrier-Free Design Committee, the following provisions are required to provide barrier-free accessibility.

1. The lessee shall require the Lessor to restore provision of the "accessible parking" layout originally approved by the ABFDC in 2007. Restoration shall include re-painting of ground marking and the PERMANENT installation of conforming parking space designation signs ("NO PARKING" and "VAN ACCESSIBLE") at the head of each accessible parking space and access aisle.
2. The Lessee will modify the recently installed handrail to be code conforming, and comply with sections 405 and 505 of the 2010 ADA Standards for Accessible Design. Lessee will submit proof of completion with photographs and measurements by July 1, 2021 to the Governor's Commission on Disability.

Part II Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.

1. Definitions:

- a) "Initial lease" means the lease of space within a building, executed on behalf of a state agency when no prior lease for the rental of that particular space by the agency exists.
- b) "Office space" means an area within a building occupied for four (4) or more hours each workday by one or more state employees whose primary functions include supervision, administration, clerical support, retail sales, or instruction. "Office space" does not include laboratories, vehicle repair facilities, machine shops, or medical treatment areas, and does not include any other areas where the department determines that the air quality contaminants created by the activity in the area are appropriately regulated by other state or federal authorities.
- c) "Owner or operator" means the builder, seller, lessor, donor, or the donor's executor of a building, or portion of a building, which is leased, rented, sold or bequeathed to, or which will be or has been built for, the state for use as office space.
- d) "Previously certified space" means an office space that was demonstrated to have passed the air quality tests subsequently described in this section when it was leased by the state for the first time.
- e) "Renewal lease" means the agency's previous lease has expired and a new lease agreement for the same space has been agreed upon.
- f) "Short-term lease" means a lease for any building area less than or equal to one year in duration.
- g) "Small space" means any leased building area whose total net usable square footage is equal to or less than 1,000 square feet.

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2. An owner or operator who is leasing office space to the state shall demonstrate compliance with the following clean air industry standards if the space is:
 - a) A space not previously occupied by the State requiring complete testing as specified; or
 - b) A previously certified space subject to a renewal lease requiring modified testing; or
 - c) A small space or area within a building whose total net usable square footage is equal to or less than 1,000 square feet, occupied for less than four (4) hours each workday by one or more state employees, shall be exempt from clean air testing standards.
3. Required tests and indoor air standards:
 - a) Sampling and Analysis – General:
 - i. Samples shall be collected by or under the direction of a certified industrial hygienist or an individual who is accredited by the American Board of Industrial Hygiene.
 - ii. Samples to be tested for asbestos and formaldehyde shall be analyzed by laboratories accredited by the American Industrial Hygiene Association.
 - b) Ventilation:
 - i. **Standard:** The ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.
 - c) Noise Testing:
 - i. All state tenant noise sources turned off; such as printers and copiers; and
 - ii. Air handling systems in operation.
 - iii. **Standard:** Noise levels shall not exceed:

Frequency (Hz)	Noise Level (dBA)
63	67
125	60
250	54
500	49
1000	46
2000	44
4000	43
8000	42

d) Radon Testing:
 i. **Standard:** The maximum allowable concentration of radon shall

- be 4.0 picocuries of radon per liter of air.
- ii. Radon testing shall be done on the lowest level that will be occupied as office space.
- iii. If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space.
- iv. Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the national Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA.
- v. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol.
- e) Formaldehyde Testing:
 - i. **Standard:** The maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.
- f) Asbestos Testing:
 - i. **Standard:** The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue2" NIOSH Manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94.
 - ii. Office space that will be subject to a renewal lease shall be retested for asbestos except when the owner or operator can document that either:
 - The building or space has been previously certified as asbestos-free by the building contractor; or

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- The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.
 - g) Carbon Dioxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon dioxide shall be:
 - 800 parts of carbon dioxide per million parts of air in unoccupied office spaces; or
 - 1,000 parts of carbon dioxide per million parts of air in occupied office spaces.
 - h) Carbon Monoxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon monoxide shall be five (5) parts of carbon monoxide per million parts of air.
 - ii. Carbon monoxide testing shall be conducted with the heating, ventilating, and air conditioning system on.
- 4. Modified tests and indoor air standards:
 - a) A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.
- 5. Certification of Clean Air Standards
 - a) The owner or operator shall certify the quality of the indoor air present in a building, or portion(s) of a building to be used as office space.
 - b) Certification by the owner or operator shall be deemed complete upon written receipt by the department of one of the following two statements:
 - i. "I hereby affirm that sampling and analyses conducted were performed in accordance with the best professional practice and that all tests were within normal limits"; or
 - ii. "I hereby affirm that sampling and analysis conducted were performed in accordance with best professional practice and that all tests were not within normal limits."
 - c) The owner or operator shall attach a copy of all test results as described above to the written statement completed in 8.8.3.2 above.
- 6. Waiver Procedure:
 - a) An owner or operator has an option to request a waiver by providing an explanation of why they cannot meet the air testing standards as described in Part II, 3 above.
 - b) The State of New Hampshire reserves the right to grant/not grant an exemption.

The Landlord (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 above mentioned requirements, Landlord 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 Landlord shall bear the cost of re-testing and repair required.

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.

1. No renovations anticipated for this agreement.

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.*

1. The Landlord, or the Landlord's janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products may be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). Items to be recycled shall be

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determined by what is accepted as recyclable materials at the Town of Conway Transfer station.

2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by Tenant. The Landlord, or Provider, shall remove the items intended for recycling from the Tenant's collection bins and bags and deposit at the Town of Conway Transfer station. Tenant shall ensure all recyclable liquid containers shall be empty and rinsed before placing in the bins.

Part V

Energy Conservation: *The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.*

N/A

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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:

ADDITIONS TO THE STANDARD PROVISIONS OF THE LEASE:

Parking. Provide a minimum of 75 to 80 parking spaces paved and striped for the Tenant's staff, security personnel and visitors. Provision of parking shall be without additional charge, included in the annual rent. The total number of paved parking spaces shall also meet or exceed the required numbers as required by the local building code. Parking will comply with original approved layout and design as per the lease agreement in 2007. See attached approved parking layout. Landlord shall provide access aisles and compliant signage at each accessible parking space.

Modification of Standard Provisions

Note – text which differs from the original provision is in italics

- A. The standard provisions of Section 8.2, Maintenance and Repair of Broken Glass, are modified by inserting the following:

Section 8.2 Maintenance and Repair of Broken Glass. *The glass partitions that the Tenant installed at the Superior Court Clerk's Counter are exempt from Section 8.2 and therefore excluded from the Landlord's responsibility.*

- B. The standard provisions of **Section 20.5, Asbestos, Part A**, are deleted and replaced by the following:

Section 20.5, Asbestos, A. *If the Landlord conducts either an Asbestos Inspection Survey or a Phase One Site Assessment during the term of this agreement, the Landlord agrees to provide a copy of the report to the Tenant.*

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Meeting Minutes for the Executive Committee – March 1, 2021 at 6:30 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:30 p.m. on the above date at 34 County Drive, Laconia, NH.

Pledge: Rep. Silber

In attendance: Rep. Howard, Rep. Comtois, Rep. Silber, Rep. Sylvia

Via Zoom: Rep. Aldrich

M/Rep. Silber S/Rep. Sylvia – approve minutes of Jan 12 – unanimous

County Treasurer Muzzey – via zoom – between the month of March and April they will need to borrow – would like approval to borrow up to \$10 million in TAN

Rep. Silber – will this be a lump sum borrowing or line of credit – A. usually a lump sum borrowing amount

Rep. Silber – what is the interest expected to be A. interest rate of something of less than 1%

Rep. Silber – why not use as a LOC instead of lump sum borrowing – A. due to the fees associated with LOC – it is less attractive to go to that route - - Lori Sharp – bond counsel puts it out to bid, they do not usually offer a LOC, but they put into an account where there is a higher interest rate

Rep Sylvia – low point would be November looking at Cash Flow - \$7 million – bond counsel will look at Cash Flow statement and would only allow us to borrow up to low point on statement

M/Rep. Sylvia S/Rep. Comtois – to allow the County Treasurer to borrow up to \$10 million dollars for the TAN – motion passes 4 to 1 – see roll call

TRANSFER REQUESTS

Commissioner Waring requests transfers be made from Contingency

M/Rep. Sylvia M/Rep. Silber – to table transfer requests – motion passes 4 to 1

M/Rep Sylvia S/Rep Comtois Motion to adjourn – unanimous

7: 08 pm

Attendance	
Second	
Rep.Howard	At County
Rep. Aldrich	Home
Rep. Silber	At County
Rep. Comtois	At County
Rep. Sylvia	At County

Motion	Rep. Silber	
Second	Rep. Sylvia	
	YES	NO
Rep.Howard	1	
Rep. Aldrich	1	
Rep. Silber	1	
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	5	0

Motion	Rep Sylvia	
Second	Rep Comtois	
	YES	NO
Rep.Howard	1	
Rep. Aldrich	1	
Rep. Silber		1
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	4	1

Motion	Rep Sylvia	
Second	Rep Silber	
	YES	NO
Rep.Howard	1	
Rep. Aldrich	1	
Rep. Silber	1	
Rep. Comtois		1
Rep. Sylvia	1	
TOTALS	4	1

Motion	Rep Sylvia	
Second	Rep Comtois	
	YES	NO
Rep.Howard	1	
Rep. Aldrich	1	
Rep. Silber	1	
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	5	0

Meeting Minutes for the Delegation – April 19, 2021 at 7:07 p.m.

Rep. Sylvia called the Belknap County Delegation meeting to order at 7:07 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Aldrich, Rep. Bean, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. Littlefield, Rep. O'Hara, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Trottier,

Via Zoom: Rep. Bordes

Absent: Rep. Mackie, Rep. Varney

Pledge: Rep Howard

M/Rep Howard S/Rep Aldrich – to approve the minutes of Jan 26, 2021 with exhibit A to be attached for Court House Lease – motion approved

Discussion on Union Contract

Commissioner Spanos – eliminates cost of living – increase in longevity and increase in contribution of health insurance – 10% contribution by 2022 – wage increase is already based on Merit

1st year 3% wage increase – 2nd year 5% wage increase

Health Insurance – contribution by employee is 7.5% in year 1 – 10% in year 2

Sick Bonus – goes away in year 2

Increase in longevity will bring them in line with other county unions

How are you projecting health insurance cost for year 2 – they are based on today's rates

Is there a policy in force regarding performance reviews –

Merit – they either get 5% or nothing no matter if they are an excellent employee or average employee

Do the Dept Heads approve or do the Commissioners oversee – Dept Heads

Retirement System – increases due to State setting rate

Merit – employee reaches a certain score – this is based on a pass/fail system – creates no incentive for employees to excel

Of the 23 members, how many have reached the goal – it is very unusual for none to make it – if you do not qualify for merit, you get put on Performance Review then if they improve, they will probably receive the merit

Keith Judge – business agent for Teamsters – negotiations with this county are difficult – gets this group to 10% health insurance – think they have met all the goals for the county

M/Rep. Lang S/Rep. Silber – motion to approve contract – 12 to 4

COVID MONEY FROM FEDERAL GOVERNMENT

11.8 million dollars will be split between two payment – May 2021 and Sep 2021 – trying to find out what the spending guidelines are

Rep. Harvey-Bolia – how was share determined – based on population

Rep Johnson – do you have any idea what the money will be spent on

Rep Howard – this is one time money – when spending it should be spent on one-time expenditures – what can we use the money for under the guidelines

Rep Silber – if we do not spend it, will we have to give it back – YES

Rep O'Hara – is there a timeline – end of calendar year 2024

County Administrator – reached out to town/cities as they will be getting money also – do any towns/cities need additional help in Belknap County that county could help with

Rep Howard – we need to bear in mind that this is taxpayer money, and it will lead to inflation and the best thing we can do is send it back

Rep Sylvia – money should be segregated – Delegation will need to appropriate the money – does this sit as part of our cash balance and will it impact TAN borrowing – will be recorded as Deferred Revenue – will be moved to a separate fund

Rep Johnson – are you going to be able to keep track of the interest earned on the money - YES

Rep Lang – committee being formed by Commissioners – should we do that now

Rep Terry – we should cross that bridge when we get to it – need to hear from Commissioners

Rep Sylvia – do you want the Chair to appoint someone – no committee formed

Rep Howard – assume that the Commissioners will be holding public hearings regarding money

M/Rep Comtois S/Rep Hough motion to adjourn

9:11 p.m.

ATTENDANCE FOR ZOOM CALL		
	PLACE	ALONE
Howard	County	
Aldrich	County	
Bean	County	
Bordes	Home	yes
Harvey-Bolia	County	
Hough	County	
Johnson	County	
Lang		
Littlefield	County	
Mackie		
O'Hara	County	
Ploszaj	County	
Silber	County	
Terry	County	
Trottier	County	
Varney		
Comtois	County	
Sylvia	County	

Motion	Rep. Howard		
Second	Rep. Aldrich		
	to approve minutes as amended		
	YES	NO	Abstain
Rep. Howard	1		
Rep. Aldrich	1		
Rep. Bean			
Rep. Bordes	1		
Rep. Harvey-Bolia	1		
Rep. Hough	1		
Rep. Johnson	1		
Rep. Lang	1		
Rep. Littlefield	1		
Rep. Mackie			
Rep. O'Hara	1		
Rep. Ploszaj	1		
Rep. Silber	1		
Rep. Terry	1		
Rep. Trottier	1		
Rep. Varney			
Rep. Comtois	1		
Rep. Sylvia	1		
TOTALS	15	0	0

Motion	Rep. Lang	
Second	Rep. Silber	
	motion to approve contract	
	YES	NO
Rep. Howard		1
Rep. Aldrich	1	
Rep. Bean	1	
Rep. Bordes	1	
Rep. Harvey-Bolia	1	
Rep. Hough		1
Rep. Johnson	1	
Rep. Lang	1	
Rep. Littlefield	1	
Rep. Mackie		
Rep. O'Hara	1	
Rep. Ploszaj	1	
Rep. Silber	1	
Rep. Terry	1	
Rep. Trottier	1	
Rep. Varney		
Rep. Comtois		1
Rep. Sylvia		1
TOTALS	12	4

Motion	Rep. Comtois	
Second	Rep. Hough	
	motion to adjourn	
	YES	NO Abstain
Rep. Howard	1	
Rep. Aldrich	1	
Rep. Bean	1	
Rep. Bordes	1	
Rep. Harvey-Bolia	1	
Rep. Hough	1	
Rep. Johnson	1	
Rep. Lang	1	
Rep. Littlefield	1	
Rep. Mackie		
Rep. O'Hara	1	
Rep. Ploszaj	1	
Rep. Silber	1	
Rep. Terry	1	
Rep. Trottier	1	
Rep. Varney		
Rep. Comtois	1	
Rep. Sylvia	1	
TOTALS	16	0 0

Meeting Minutes for the Executive Committee – April 19, 2021 at 6:03 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 6:03 p.m. on the above date at 34 County Drive, Laconia, NH.

Pledge: Rep. Silber

In attendance: Rep. Howard, Rep. Comtois, Rep. Silber, Rep. Sylvia

M/Rep. Silber S/Rep. Sylvia – approve minutes of Mar 01 – unanimous

County Revenues

Rep. Sylvia – inquired about the Register of Deeds – they are very busy with RE transfers

Sheriff's Department

Fees are down - court security and Joint operations are down

Discussion on whether Revenue numbers are on a cash or accrual basis, the County Administrator, said it is a mixture of both depending on the line item.

Financials are done a modified accrual basis

Misc. Income in NH- Administration is CARES Act money that was not anticipated

\$11.8 million will be coming from Federal Gov't this year – ½ in May – ½ in September

NH Admin – large discrepancy in Medicaid and Private Pay – some of it is related to Census, but mostly due to staffing issues

Finance – savings for Non-Union wage – step increase not given to one employee – COL not given but 4% Step given to others

Registry of Deeds – internet services are billed based on volume – increase in volume

County Maintenance – unexpected need for new water heater in old part of jail

Current Population is 67 at County Jail – None are outsourced

Sheriff's Dept – Court Security – foot traffic is down, but service hours are fixed – Revenue decreased with no answer why expense line was not decreased

County Attorney – class action suit against Opioid Mfg. – Commissioner Spanos was told “don't hold your breath for a resolution anytime soon”

Human Services – money in State Budget to help with that line

Debt Service - \$2 million was drawn in Mar at .49 or .59% - in budget we estimated an interest rate 1.5% - County Administrator said they included legal fees and municipal borrowing fees in interest line

NH Capital Projects – status – generator and boiler – getting grant from Homeland Security for generator

NH Admin – municipal & county dues – portion paid even though we did not approve in budget

Software Support – budget was reduced - Director has not cancelled the services

Rep Silber – the implication – is there an ability to reduce the software in that line – was the budgeted amount sufficient – nothing new has been added

NH – Nursing Services – is there a seasonality – County Administrator just changed projection from \$650k to \$500k to show a surplus of \$150k

NH Laundry – health insurance – crazy swing

NH Housekeeping – why is payroll tax going to be a deficit – may be due to large turnover

NH – Physicians, Pharmacy – surplus of \$80k in Medicare A and deficit of \$159,600 Medicare B

NH Activities – could run over due to employee retiring – vacation payout

Need to recalculate Interest which should give us significant savings

M/Rep Comtois S/Rep Silber Motion to adjourn – unanimous

7: 04 pm

Minutes (Corrected as of 8-23-2021)
Belknap County Committee of Investigations
Meeting of July 7, 2021

The meeting was called to order by the Chair, Representative Norm Silber, promptly at 7:00 PM in the main conference room of the Belknap County Complex.

The Chair then led all assembled in the Pledge of Allegiance to the Flag.

The Chair called the roll- Representatives Silber, O'Hara, Lang & Comtois were present. Representative Bordes later arrived at approximately 7:10 PM.

The Chair read aloud the text of RSA 24:17 and RSA 24:18 and stated that it was required to obtain an order of the Superior Court in order for expenses of the committee to be disbursed.

The Chair then explained why the previously-scheduled session of the committee at which the director of the nursing home was to be examined was cancelled; a notification received by the Committee that the County Commissioners had retained counsel and the communications from that counsel; and the efforts to find appropriate counsel to represent the committee and a proposal for same was presented for consideration.

The Chair then presented a proposed engagement letter by which the committee would engage the law firm of Cleveland, Waters and Bass, P.A. and its director, Bryan K. Gould. The Chair entertained a motion to approve that engagement letter. Rep. Lang spoke against the necessity of retaining any counsel. The motion to retain Cleveland, Waters and Bass, P.A. and its director, Bryan K. Gould made by Rep. Comtois but died for lack of a second.

The Chair then adjourned the meeting at approximately 7:25 P.M.

Approved as corrected at meeting of August 23, 2012

Draft Meeting Minutes for the Delegation – August 10, 2021, at 7:00 p.m.

Rep. Sylvia called the Belknap County Delegation meeting to order at 7:07 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Aldrich, Rep. Bean, Rep. Bordes, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. O'Hara, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Trottier, Rep. Varney

Absent: Rep. Littlefield, Rep. Mackie

Pledge: Rep. Hough

M/Rep. Howard S/Rep. Silber to accept minutes of April 19, 2021 – unanimous

Purpose of meeting is to discuss Investigative Committee

Opening statement made by Rep. Sylvia recapping history of misappropriations

The purpose of this meeting is to discuss and re-form the committee of investigation.

We had formed this committee in December 2020, shortly after our new members had been seated and under the less-than-optimal conditions of a mixed semi-remote meeting.

I'd like to take a few minutes to review the county history which led to the need for the committee of investigation and why it is our duty to walk this path.

When I joined the delegation in 2013, it was clear to me, as I'm sure it is to our new members, that there was a distinct tension between the legislative and executive branches of county government. That is not necessarily a bad thing, it is part of the design that build this great county.

In 2014 the judicial branch was called upon to make clear the law that applies to appropriations and transfers in county budgeting. On August 28, 2014, the Belknap Superior Court ordered a temporary injunction requiring the county commissioners to seek approval from the executive committee for transfers summing **\$300 or more from any line-item** in the budget.

Shortly after the ruling, on September 15, 2014, the executive committee reported excess spending without any transfer requests. The commissioners were more focused on spending on legal fees to challenge the ruling, rather than abide by the order. In February 2015 the executive committee received a transfer request of nearly \$60,000 to pay legal bills from 2014. Note that this was a transfer request after the money was already spent.

Early in 2015 the commissioners signed a stipulation agreement, presumably settling the issue of transfer and line-item authority.

The delegation in 2015 set a line-item transfer limit of \$800, and in 2016 increased it to \$1,000, allowing the commissioners more flexibility in moving money between lines in the budget. In the summer of 2016, it was found that transfer requests were coming in after lines had exceeded their appropriations. In November 2016 the issue of spending more than was appropriated continued, while the administration was aware of the issue the commissioners denied knowledge.

In 2017 shortly after the budget was approved, the commissioners requested a transfer to handle an urgent problem with the sprinkler system in the nursing home. The executive committee rejected it as a ploy to suggest the budget was underfunded. The sprinkler problem has faded away, the urgency went with it.

Just a month later in another attempt to beef up the budget the commissioners sought a supplemental appropriation. It was denied. The cost of seeking the appropriation was a waste of taxpayers' money. Not satisfied, in August 2017 another supplemental appropriation was brought to the delegation which did get approved for ¼ million dollars. At the end of 2017 \$1,000,000 was returned to fund balance unspent. Beyond the cost of two requests for unneeded supplemental appropriations, the commissioners wasted \$6,500 in legal fees to support their requests.

In 2018 the commissioners would up their game such as to earn two criminal complaints. The first was an illegal transfer of \$4,000 taken from the contingency fund. After the county attorney received my complaint, the commissioners restored the balance in the contingency fund. The second criminal complaint was earned for illegally creating a 'revolving fund' and moving income and expenses off the budget. Once again, the illegal action would be reversed.

With that as background, let's revisit the issue which brought the vote last December to institute a committee of investigation.

Having spelled out very clearly the terms of our transfer policy as authorized in RSA 24:14, the county commissioners allowed department 025180 with a budget of \$717,000 to spend \$919,385.88, \$202,385.88 more than had been appropriated for the department. No transfer was requested despite the department far exceeding its appropriation.

We have a duty as representatives to investigate into the details of the apparent misappropriation. While the commissioners are ultimately responsible, it is critical to understand if any others are involved. This issue has persisted over the years with several different people sitting as commissioners. It is a certainty that if we fail to find and fix the cause, the problem will get worse and harm the county, and our reputations as the people's representatives.

Rep. Silber speaking to formation of investigative committee – RSA 24:17 – when committee was formed 5 people were appointed to committee. He waited until things calmed down in the State Legislature. County Commissioner's hired a law firm and said no department head would speak to us without a subpoena - 24:18 – Committee needs to be reformed due to the RSA saying not more than 3 people from any political party can be on said committee.

M/Rep. Howard S/Rep. Hough that the delegation re-forms the committee of investigation to include Rep. Silber, Rep. Comtois, and Rep. O'Hara, designating Rep. Silber as the chairman and providing an initial budget of up to \$5,000 to investigate excess spending in department 025180, and any such other matters that may come before the committee pursuant to RSA 24:17. – motion passes 13 to 3

In favor: Rep. Aldrich, Rep. Bean, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. O'Hara, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Varney

Against: Rep. Bordes, Rep. Lang, Rep. Trottier

Discussion on Motion

Rep. Lang – batch of commissioners that are now following procedures set by Delegation

Commissioners have already spent \$7,500 in legal representations in response to investigative committee

What is the outcome if the current board is now abiding by now? - We have no testimony in who authorized the spending

RSA 24:15

Rep Comtois – two of the current commissioners blatantly disregarded the delegation during the last budget process 2020 - one was aware of the judgement made by the court in 2014/15 and understood what that meant.

Rep Terry – Commissioner Spanos and County Administrator Shackett spent \$7,500 on legal fees for this matter

Rep Lang – RSA 24:15 – 643:1 – perjury – to his knowledge no one has hidden anything – current commissioners are now following the rules – how do we fix this if it is already fixed and what will get after spending

Rep. Sylvia – you would rather sweep this under rug than do our duty as commanded by the statue

Rep. Bordes – how much are we going to spend? When is it going to end?

Rep. Sylvia – are you making an argument to accept corrupt government if that is the case?

Rep. Howard – everyone is asking about the outcome, what I would like to see is if policies and or procedures were violated the person(s) involved be removed from county government

Rep. Harvey-Bolia – is there a cap on spending? – A. We are only appropriating \$5k anything above would need to come before the delegation for a vote

Rep O'Hara – what would be covered by the \$5,000 – attorney fees and court reporter

Rep. Aldrich – we should not be here - Commissioner Waring told the delegation that they do not interrupt the statue that way and that is why we need to do this

Rep. Lang – under Commissioner Spanos they are abiding by our rule – are there going to be any sides on this – originally it was about the Pharmacy line – we are going to spend a whole lot of money on a fishing expedition

Rep. Sylvia – you have experience in law enforcement, and you know that one piece of evidence can lead to other things

Rep. Bordes – what are we investigating A. there is no investigation of the 2021 budget

Rep. Comtois – watching this since 2010 – ongoing pattern even with judgement by court – abide by delegation, don't abide by delegation – when do we say enough is enough so that future delegations can follow the money to make an informed decision regarding the budget

Rep. Hough – idea of concern – find it interesting that the folks who are concerned with how much we are going to spend voted not to cut the budget by 1.7 million dollars. Some are assuming there is guilt, and the people that are making that assertion is saying there is no guilt now. It is akin to someone robbing a gas station last week, but because they did not rob it this week it is okay

Rep. Terry – Chairman Silber's narrative – this committee will seek to determine what happened, why it happened– the commissioners pushed back by hiring an attorney to say no one would appear without being subpoena – with respect to Rep Lang comment about no record of anything untoward currently, we still have the matter of over expenditure of Dept 025180

Rep. O'Hara – don't we know who the fall person is going to be – Rep. Sylvia – no, how was the money spent, was it an accounting issue

Rep. Howard – I don't like to spend taxpayers' money for anything frivolous – the reality is in 2014 we spent \$60,000 – the taxpayers have already spent a lot of money to have the problem resolved

Rep Bean – Chair of previous Commissioners said he was outvoted when he wanted to bring forth information to the delegation – those 2 commissioners are now current commissioners

Rep Sylvia – next meeting Sep 07, 2021, at 7 p.m. for election of Gunstock commissioner and Gunstock RAN and another meeting to be scheduled for Sep 09, 2021 to discuss supplemental appropriation for ARPA Funds

M/Rep Aldrich S/Rep Hough motion to adjourn

7:43 p.m.

Minutes
Belknap County Committee of Investigations
Meeting of August 23, 2021

The meeting was called to order by the Chair, Representative Norm Silber, promptly at 6:30 PM in the main conference room of the Belknap County Complex.

The Chair then led all assembled in the Pledge of Allegiance to the Flag.

The Chair called the roll- Representatives Silber, O'Hara & Comtois, being all members of the committee as re-constituted by the County Convention at its previous meeting, were present.

The Chair then again presented a proposed engagement letter by which the Committee would engage the law firm of Cleveland, Waters and Bass, P.A. and its director, Bryan K. Gould, to represent the Committee. The Chair entertained a motion to approve that engagement letter. The motion to retain Cleveland, Waters and Bass, P.A. and its director, Bryan K. Gould, made by Rep. Comtois was seconded by Rep Silber and approved by unanimous vote of the Committee. The Chair indicated that he would now proceed to execute the engagement letter and get the counsel involved in setting the taking of testimony of various members of the County staff.

There was a brief discussion of the functional areas of the County operations to be investigated. Rep Comtois requested that the Sheriff's Dept and the Corrections Dept. be added to the priority list of areas to be investigated. Rep O'Hara inquired as to the general nature of the areas of operations to be investigated, and the Chair explained that the nature of the activities of the Committee under RSA 24:17 will not be limited to issues pertaining to possible violations of the transfer policy of the County Convention, but rather would examine county operations with respect to the level of existing stewardship and problem areas, with a report to be made to the full County Convention for it to take whatever actions on the report it deems appropriate.

The Chair then adjourned the meeting at 6:48 P.M.

Meeting Minutes for the Delegation – September 7, 2021, 7:00 p.m.

Rep. Sylvia called the Belknap County Delegation meeting to order at 7:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Aldrich, Rep. Bordes, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. Littlefield, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Varney

Absent: Rep. Bean, Rep. Mackie, Rep. O'Hara, Rep. Trottier

Pledge Rep Silber

Selection of Commissioner of Gunstock – 4 Candidates – 3 Present

Interview of Russ Dumais, Jason Sproul, and Jade Wood

Jade Wood (new commissioner) received 9 votes in the affirmative, Russ Dumais received 4 votes in the affirmative, Jason Sproul received 1 vote in the affirmative, and Heidi Preuss received no votes – see roll call

Commissioner Gary Kiedaisch and Brian Gallagher – current FY 19% EBITDA – Changed responsibilities to GM and CEO – Partner with Rep Silber and Rep Howard to correct issues through legislation – by the end of this fiscal year we will reduce our debt by \$3 million leaving only \$2 million – request for RAN was withdrawn due to positive cash flow – new website was created 4 to 5 years ago – on the cutting edge of presenting a new plan to the public – it will maintain the friendly area atmosphere and will expand with private partnerships

Rep. Terry – background in industry – you indicated that Gunstock did better than any of the other Private Ski Areas in NH – why do you think you had the superior performance? A. the quality of financials, over \$150K in cleaning for COVID, \$450K reduction in food and beverage, received no PPP, recorded record profits – the value created – our plan to make this a mini-Deer Valley of the East

Alex – worked at Gunstock now FT at Shaws – they have made an incredible resort – advanced in his career due to Gunstock staff and leadership

Rep Ploszaj – debt to asset ratio – currently 36% - equity to asset – currently 80% ownership – better than most ski areas – is this tremendous asset on the County Books as a wood lot or the asset it is

September 22, 2021, at 6:00 p.m. – meeting at Gunstock

Auditor's Report Representative – the team at Gunstock went above and beyond what is normally expected.

Discussion regarding Meetings of the Investigation Committee – we need to vote as a delegation to pay meeting fees and mileage for committee members –

M/Rep Howard S/Rep Aldrich - motion to pay for meeting fees and mileage for the investigative committee retroactive to January 01, 2021 – motion passes

M/Rep Howard S/Rep Johnson - motion to adjourn 8:28 p.m.

Motion	Rep. Howard					
Second	Rep. Aldrich					
to retroactively pay for mileage and meeting fees for investigative committee effective January 01, 2021						
	YES	NO	Abstain			
Rep. Howard	1					
Rep. Aldrich	1					
Rep. Bordes			1			
Rep. Harvey-Bolia	1					
Rep. Hough	1					
Rep. Johnson	1					
Rep. Lang			1			
Rep. Littlefield	1					
Rep. Ploszaj		1				
Rep. Silber			1			
Rep. Terry	1					
Rep. Varney	1					
Rep. Comtois			1			
Rep. Sylvia	1					
TOTALS	9	1	4			
Absent						
Rep. Bean						
Rep. Mackie						
Rep. O'Hara						
Rep. Trottier						

Meeting Minutes for the Delegation – September 9, 2021, at 7:00 p.m.

Rep. Sylvia called the Belknap County Delegation meeting to order at 7:07 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Aldrich, Rep. Bean, Rep. Bordes, Rep. Comtois, Rep. Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Trottier, Rep. Varney

Absent: Rep. Lang, Rep. Mackie, Rep O'Hara

Pledge: Rep Bean

M/Rep. Silber S/Rep. Johnson to accept minutes of Aug 10, 2021 – remarks of Rep Lang to be included in minutes regarding of projected costs of \$50,000 – unanimous

Commissioner Dumais took the Oath of office on December 14, 2016, and Commissioner Wood would be sworn in at the Gunstock meeting on December 15, 2021 – without exception so moved.

Presentation by Commissioners on ARPA funds – total grant = \$11,907,389 with \$5,953,694.50 to be received in June 2022. – There is a deadline to expend the first half of the grant by December 31, 2021

Tonight's request \$1,391,854

1. Compensation study
2. Premium Pay
3. Skylights in Nursing Home
4. Federal Audit – requirement for accepting money for 5 years – total cost \$25,000 - cost per year will be \$5,000
5. LPN Program - for 4 students – will require a 2-year commitment from students
6. Communication System – total cost \$1,800,000 -expenditure request for 2021 is \$500,000

There will be another batch of requests in the near future for the expenditure of the ARPA funds

Rep Howard – who put together the guidelines for this act – Current Washington DC administrative

Rep Terry – Audit & Communication system - 1. Audit is for any Federal Grant monies received – whenever we spend over \$750,000 an audit is required - prior to pandemic county had never had to perform single audit as they never received over \$750,000 – scope of the audit is for grant fund and expenditures only – 2. Communication system – were there bids received, how many, who drew the specification – two bids – Motorola currently has coverage for over 80% of the state – Were specifications drawn prior to the bid or in collaboration with the firms bidding? – Reached out to the companies who predominantly service this area – Representative from Motorola and Qualcomm – asked them to look at the current system to have the same coverage or better than what we have now – only received one bid back from Motorola – only received generic quote and will not share specifics until we commit – want to tie in to State system – goal is connectivity

Rep Silber – in the total estimate of \$1.8 million for the communication system is \$1.3 million to come from ARPA monies or taxpayers – ARPA funds – both revenue and expenditure

Rep Comtois – will we be beholden to Motorola – computer-based system will connect to another MCore & KCore system

Rep Johnson – will this give you the ability to send someone to Concord and vice versa with this system.
A. yes, we will be able to dispatch from an alternate site

Rep Howard – how if you do this total rebuild – how will affect the towns that you service, and will they need to upgrade their system – NO – This will not push additional costs onto the towns

Rep Trottier – with the upgrade will it have better coverage for towns that have issues now – YES – will it help improve dead spots – YES

Rep Silber – why is it that you do not have connectivity with Gilford and Laconia? Have they gone their own way? – Laconia and Gilford had both purchased new radio systems for their areas – if we upgrade, we should be able to connect with some degree

Public Section of Meeting

Anita Lantern – resident of Belknap Nursing Home – please support raise of staff – make a choice save the nursing home or pave the road at Gunstock

Barbara Howard – please replace the mikes – accepting this money tells me we cannot live within our budget – are we trying to keep up with the Jones by looking at other Counties who have different demographics than we do - I am against this as it will be passed onto my children, grandchildren, and great grandchildren. – The skylight issue did not just pop up – we should not take this money

Joe Chase – Laconia – wife is a patient at nursing home – Alzheimer's – she can't take care of herself in any capacity – staff is not paid enough – the home has lost a lot of good people over the past couple of years – delegation is responsible for the care of his wife

Ted Chastity – resident of nursing home – staff needs pay raise – we need the staff to help take care of ourselves

Brian Gallagher – point of clarification – Gunstock area commission – handout for fund request from the ARPA funds –

1. Enhancement to parking lot
2. Reimbursement of PPP expenditures due to COVID-19
3. HVAC
4. Auto Toll Road to Summit

This request is for one time spending only

Gary Kaidesch – Chairman of Gunstock area Commission

1. Economic engine for county
2. Enhances recreation
3. Gunstock is not a burden on the county and hasn't been for years – paying County \$275,000 this year

Shelly Richardson – Nursing Home Administrator – we are at the proverbial fork in the road – in existence since 1835 – over 1,000 residents since 2004 – will maintain only 2 units to maintain standard of care we are known for – currently have 64 residents – 18 FT and 6 PT vacancies – employ approximately 100 staff and 30 contracted staff – Jan 2021 – 38 staff members leave – only gained 9 new employees – our private room rates \$300 – cost to take care of a resident is approximately \$345 per day

Casey, Deb, and other NH Staff – 5 words nurses need to remember – leverage, shortage, unite, advocate, and front line – written by Rita Rodgers on Facebook – we could work anywhere else and get more pay and benefits

Jim Brown – Silver Lake Association – ongoing battle for decades – water levels fluctuate – NHDES said it would cost \$1,000,000 to study the problem – RSA53 – Silver Lake needs a dam – study has already been done – needs constant water flow

John Miller – mother is a resident of Belknap nursing home – has vascular dementia – placed there for her safety not convenience – talks with Mom about how great staff is – how do you put a \$ amount of compassion commitment – please invest in the nursing home

Brent Bellevue – we don't want to put the burden on the taxpayers – in military for 21 years – this money has already been spent – our children and grandchildren will be paying for it anyway – the nursing home is at a cliff not a fork in the road – they will be facing more staffing shortages due to vaccine mandates – pay is not going to help at that point – money should not be spent on long term wage increases – thinks elderly gets pushed aside and this would not be a discussion if we were talking about schools – this is just a stop gap

Lisa Landry – sister works at nursing home – this is about funding a program that benefits our county – nation is dealing with this issue regarding health care staffing

Public section closed at 8:25 p.m.

Rep Silber – will Silver Lake request qualify as a proper use of ARPA funds? – A. Admin does not know – Is it accurate that the typical level of a nursing home employee is \$12.00 per hour -starting pay is \$12.76 for LNA – Housekeeping \$11.28 – LPN \$19.64 – RN - \$26.59

FT nursing home staff will receive \$200/ week, FT- lump sum payments of \$2,500 - PT employees \$1,000 in 2021 per Commissioner's policy

Rep Comtois – how much is for the Nursing Home – A. no idea

Rep Howard – Articles 6, 38, 9, and 3 Part first – you cannot enrich one class of people over another with taxpayer money – this is a violation of the constitution – really upset with commissioners with pitting county employees against delegation

Rep Terry – looking at slide premium pay – year 1 will be all ARPA funds – A. all that is being voted on tonight is the \$676,854

Rep Sylvia – budgeting 1 year at a time and this will be only for this year

M/Rep Silber S/Rep Bordes approve \$1,391,854 as presented by Commissioners – motion passes 11 to 4

Rep Trottier – can we add funds to the request – A. we can take out a section but cannot add

Rep Comtois – would really like to know how much is for the nursing home staff before I vote on this – cannot breakout

Rep Howard – I can only support 4 of the items in this request

Rep Trottier – compensation study \$60,000 – have we got estimates – A. very conservative number based on Rockingham County

Rep Comtois – can it be broken out by section for a vote – A. the motion was to approve as it was

Rep Terry – question on constitutionality by Rep Howard

Rep Trottier stated he has a conflict as he is a PT employee, but will be voting on the motion

Rep Bean stated he has a conflict as he has family that works for the county but will be voting on the motion

M/Rep Borders S/Rep Aldrich – to take the same monies from the ARPA funds received to offset expenses just approved – passes on a voice vote

Other Business

Brickwork at Courthouse – Silver Lake

Do they qualify for ARPA funds? – money is very flexible

Rep Silber – if we approve either or both and this does not qualify, will we have to pay back

Rep Comtois – refurbishing of books at registry of deeds can it be done with ARPA funds - does not qualify as it is an ongoing project

Rep Varney – Silver Lake project would be an ongoing cost – it will be a state-owned dam – the money is only for the study

Rep Sylvia – would the delegation like to put forth other projects

Rep Silber – supplemental appropriation for Gunstock Commission for HVAC system

M/Rep Howard S/Rep Silber to adjourn

9:05 p.m.

Barbara Comtois

Rep Barbara Comtois

Motion	Rep. Silber			
Second	Rep. Bordes			
	approve the expenditure of ARPA funds of \$1,391,854 as presented by Commissioners			
	YES	NO	Abstain	
Rep.Howard		1		
Rep. Aldrich	1			
Rep. Bean	1			
Rep. Bordes	1			
Rep. Harvey-Bolia	1			
Rep. Hough	1			
Rep. Johnson	1			
Rep. Littlefield	1			
Rep. Ploszaj		1		
Rep. Silber	1			
Rep. Terry	1			
Rep Varney	1			
Rep. Trottier	1			
Rep. Comtois		1		
Rep. Sylvia		1		
TOTALS	11	4	0	
Absent				

BELKNAP COUNTY (NH) DELEGATION MEETING

October 25, 2021

Location: Belknap County Center, 34 County Drive, Laconia NH 03246

MINUTES of MEETING

Call to Order – The meeting was called to order by Representative (Rep.) and Delegation Chair Mike Sylvia at 7:00 p.m.

Pledge of Allegiance – The Pledge of Allegiance to the flag of the United States of America was led by Rep. Raymond Howard.

Attendance – The following Representatives were present: Aldrich, Bean (remote access due to health), Bordes, Comtois (remote access due to health), Harvey-Bolia, Hough, Howard (Vice Chair), Johnson, Lang, Littlefield, O'Hara, Ploszaj, Silber, Sylvia (Chair), Terry, Trottier. Representatives absent: Mackie, Varney. This being a public meeting and hearing, there were a number of Belknap County employees, one Belknap County Commissioner and members of the general public present.

Quorum – A sufficient number of Representatives being present, a quorum was declared by Chair Rep. Sylvia.

Requests for Remote Access – On motion by Rep. Lang and seconded by Rep. Aldrich, unanimous **approval** was voted by all Representatives present for Reps. Bean and Comtois to attend and fully participate in this meeting via remote access (14-0-0).

Secretary *Pro Tem* – Chair Rep. Sylvia appointed Rep. Terry as Secretary *pro tem*, without objection.

Minutes of Prior Meetings – On motion by Rep. Terry and seconded by Rep. Bordes, the Draft Minutes of the **September 7, 2021** Delegation Meeting were approved unanimously by all Representatives, except Reps. O'Hara and Trottier abstaining, (14-0-2). On motion by Rep. Terry and seconded by Rep. Littlefield, the Draft Minutes of the **September 9, 2021** Delegation Meeting were approved unanimously by all Representatives, except Reps. Lang and O'Hara abstaining (14-0-2).

Presentation of Request for Disqualification – Chair Rep. Sylvia announced that immediately preceding the convening of the meeting Attorney Thomas

Quarles had presented him with a document ("document") to the "Belknap County Delegation" (the Delegation") from Chair Gary Kiedaisch, Vice Chair Brian Gallagher and Commissioners Russell Dumais and Rusty Mc Clear of the Gunstock Area Commission ("GAC"), dated October 25, 2021, subject: "Requests for Disqualifications – Removal of Peter Ness as Gunstock Area Commissioner." Copies were distributed to all Representatives physically present at the meeting.

Chair Rep. Sylvia expressed his view that this document and its demand were presented in an untimely manner by Attorney Quarles and the GAC Commissioners he represents.

Discussion ensued on the contents of the document, particularly and especially:

- that "GAC respectfully requests that these members [see page 2 for the names of the eleven Representatives named] disqualify themselves from any consideration of the procedures for, or vote regarding the removal of Peter Ness based on Rep. Silber's statement that the issue is 'dead on arrival' because 'he has the votes.'"
- its demand that "the remaining qualified members of the Delegation appoint an Investigative Committee to investigate this matter pursuant to RSA 24:27, that the Committee cannot include any disqualified member of the Delegation for the same reasons described in detail above."

Rep. Terry indicated his astonishment that the preceding request and demand was being made based on a "[belief] Rep. Silber thinks he controls the following members..." (document, p. 2). He said that he believed individual disqualifications could be made only on actual cited evidence of an inappropriate nature, per person. No such evidence was produced with respect to any of the Representatives Rep. Silber was thought by the document's signers to control ("thinks he controls," document, p.2).

Chair Rep. Sylvia ruled that the request and demand of the GAC Commissioners who signed the document to the Delegation was without merit, and so dismissed it from any further consideration and action by the Delegation.

Attorney Quarles rose and began to attempt to appeal the Chair's ruling. Although the Chair repeatedly told him that he was not recognized and so out of order, Attorney Quarles persisted until he had concluded his statement.

GAC Majority Request for Removal of GAC Member Peter Ness – Chair

Rep. Sylvia proceeded to remind the Delegation that under RSA 399:4 it (we) has the power to act upon the received request (reference: GAC Meeting Minutes, August 25, 2021) from the GAC to remove Commissioner Ness.

Prior to the meeting all members of the Delegation had been emailed access to the following two documents (reference Mike Sylvia email of October 20, 2021 @ 6:15 p.m.):

- The public “Minutes of the Gunstock Area Commission,” dated August 25, 2021; and
- “Memorandum” from Peter Ness, Esq., dated September 29, 2021, re: “Response to Allegations Against Commissioner Ness”

Chair Rep. Sylvia indicated that he intends to have the Delegation consider the aforementioned two documents as the only and sufficient evidence in deciding the question of whether or not GAC Commissioner Ness shall be removed from office, as per the request of the other four Commissioners.

Chair Rep. Sylvia recognized Rep. Silber for a motion. Rep. Silber moved that the Delegation dismiss the charges brought against GAC Commissioner Ness, and the GAC majority’s request that GAC Commissioner be dismissed. Rep. Aldrich seconded this motion.

Discussion and debate ensued, with several members expressing their views that the documentary evidence was insufficient for them to make their decisions and requesting that the parties be heard and subject to questioning by the Delegation. Chair Rep. Sylvia reaffirmed his determination that the two documents presented to the Delegation were sufficient for a fair decision, adding that the way to prevail against his determination would be to defeat the motion before the body.

The Secretary *pro tem* was directed to call the roll for the vote on Rep. Silber’s motion. Representatives voting in the Affirmative: Howard, Aldrich, Bean, Harvey-Bolia, Hough, Johnson, Plosjaz, Silber, Terry, Comtois and Sylvia. Representatives voting in the Negative: Bordes, Lang, Littlefield, O’Hara and Trottier (11-5-0). Motion PASSED.

Gunstock Area Commissioner Wood Term and Swearing-In – Chair Rep. Sylvia explained that he been in error when he announced following the vote

for new GAC Commissioner on September 7, 2021 that Jade Wood Commissioner-elect's term would commence that night. On motion by Chair Rep. Sylvia, and seconded by Rep. Aldrich, the preceding statement regarding the commencement date of Commissioner-elect's term was RESCINDED unanimously, all Representatives voting in the Affirmative (16-0-0).

It was MOVED by Representative Lang, and seconded by Chair Rep. Sylvia, that the appointment of Jade Wood as GAC Commissioner is effective today, with her swearing-in to take place on Wednesday, October 27, during the meeting of the GAC. All Representatives voted in the Affirmative, except for Rep. Silber who voted in the Negative (15-1-0). Motion PASSED.

Recess - Chair Rep. Sylvia declared a ten minutes recess at 8:10 p.m.

Reconvene - Chair Rep. Sylvia reconvened the meeting at 8:21 p.m.

Gunstock Mountain Resort – Chair Rep. Sylvia recognized Rep. Silber for a MOTION. Rep. Silber moved, and Rep. Howard seconded, that the Belknap County Delegation reaffirms the status of the Gunstock Area in Gilford as a publicly-owned property, owned by Belknap County and thus its taxpayers, and that it must be operated as a publicly-owned property by the Gunstock Area Commission, as an agency of Belknap County pursuant to the enabling legislation, solely to further the public interest in the property, rather than being run as if it were a private business or company.

Citing as reason that this motion requested an action that was not listed on the agenda of this meeting, Rep. Ploszaj moved, and Rep. O'Hara seconded that the MOTION be TABLED. The Secretary *pro tem* was directed to call the roll, the results of which were: Representatives voting YES: Bordes, Harvey-Bolia, Ploszaj, Trottier, Comtois, O'Hara and Lang. Representatives voting NO: Howard, Aldrich, Bean, Hough, Johnson, Littlefield, Silber, Terry, Sylvia (7-9-0). Motion FAILED.

Representative Lang disputed the Chair's position that Rep. Silber's motion could be considered. Chair Rep. Sylvia ruled that the motion was in order. Rep. Lang CHALLENGED the ruling as incorrect. The Secretary *pro tem* was instructed to call the roll, with a YES vote sustaining the ruling of the Chair, with a NO vote indicating that the ruling of the Chair was incorrect and that the motion was out of order. Representatives voting to SUSTAIN the ruling of the chair: Howard, Aldrich, Bean, Hough, Johnson, Littlefield, Silber, Terry, Comtois, Sylvia. Representatives voting to OVERTURN the ruling of the Chair:

Bordes, Harvey-Bolia, Lang, O'Hara, Ploszaj, Trottier (10-6-0). The CHALLENGE to the ruling of the Chair was DEFEATED.

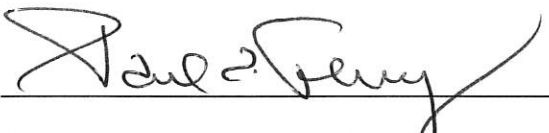
Chair Rep. Sylvia determined that the body would proceed to vote on the MOTION and instructed the Secretary *pro tem* to call the roll. Representatives voting YES: Howard, Aldrich, Bean, Hough, Johnson, Littlefield, Plosaj, Silber, Terry, Comtois, Sylvia. Representatives voting NO: Bordes, Lang, Trottier. Representatives ABSTAINING: Harvey-Bolia, O'Hara (11-3-2). Motion PASSED.

Supplemental Appropriation request by Delegation re: Silver Lake – Referencing both prior Delegation discussions and a letter to him as Chair of the Delegation from Wright-Pierce, dated October 21, 2021 re: W-P Project No. T16367, "Proposed Silver Lake Dam – A Feasibility Study Cost Option," Chair Rep. Sylvia MOVED, and Rep. Howard seconded, to request a supplemental appropriation of \$625,000 of ARP (American Rescue Plan) funds for the Silver Lake Dam feasibility study, as outlined in the letter from Wright-Pierce.

Questions and discussion among the Delegation ensued, and two members of the public were recognized by the Chair to address the Delegation, Mr. Paul O'Connell of Belmont, NH, and Mr. Jim Brown of Belmont, NH.

Following, Chair Rep. Sylvia (maker) and Rep. Howard (seconder) WITHDREW their motion from further consideration at this meeting.

Adjournment – There being no other business, the meeting was declared adjourned by Chair Rep. Sylvia at 9:28 p.m.

Attest: 
(Representative) Paul A. Terry
Secretary *pro tem*

Draft Meeting Minutes for the Delegation – November 16, 2021, 6:30 p.m.

Rep. Sylvia called the Belknap County Delegation meeting to order at 6:30 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Aldrich, Rep Bean, Rep. Bordes, Rep. Comtois, Rep Harvey-Bolia, Rep. Hough, Rep. Howard, Rep. Lang, Rep. Littlefield, Rep Mackie, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep Trottier, Rep O'Hara (remote)

Absent: Rep O'Hara, Rep Johnson, Rep Varney

Pledge Rep Lang

M/Rep Lang S/Rep Bordes – to allow Rep O'Hara to attend and vote remotely

Statement read by Chair Sylvia- see attached

M/Rep Terry S/Rep Aldrich – approve October 25, 2021, meeting minutes

M/Rep Silber S/Rep Howard – motion to retain legal counsel and pay for such expenses as needed up to a maximum of \$20,000 with regards to the Gunstock Area Commissioners

M/Rep Silber S/Rep Terry - motion to adjourn 6:55 p.m.

Motion	Rep. Lang			
Second	Rep. Bordes			
	to allow Rep O'Hara to attend meeting remotely			
	YES	NO	Abstain	
Rep.Howard	1			
Rep. Aldrich	1			
Rep. Bordes	1			
Rep. Bean	1			
Rep. Harvey-Bolia				
Rep. Hough	1			
Rep. Johnson				
Rep. Lang	1			
Rep. Littlefield	1			
Rep. Mackie	1			
Rep. O'Hara				
Rep. Ploszaj	1			
Rep. Silber	1			
Rep. Terry	1			
Rep. Trottier	1			
Rep. Varney				
Rep. Comtois	1			
Rep. Sylvia	1			
TOTALS	14	0	0	

Motion	Rep. Terry			
Second	Rep. Aldrich			
	minutes			
	YES	NO	Abstain	
Rep.Howard	1			
Rep. Aldrich	1			
Rep. Bordes	1			
Rep. Bean	1			
Rep. Hough	1			
Rep. Lang	1			
Rep. Littlefield	1			
Rep. Mackie	1			
Rep. O'Hara	1			
Rep. Ploszaj	1			
Rep. Silber	1			
Rep. Terry	1			
Rep. Trottier	1			
Rep. Comtois	1			
Rep. Sylvia	1			
TOTALS	15	0	0	
Absent				
Rep. Harvey-Bolia				
Rep. Johnson				
Rep. Varney				

Motion	Rep. Silber			
Second	Rep. Howard			
	Retain legal counsel			
	YES	NO	Abstain	
Rep.Howard	1			
Rep. Aldrich	1			
Rep. Bordes		1		
Rep. Bean	1			
Rep. Harvey-Bolia		1		
Rep. Hough	1			
Rep. Lang		1		
Rep. Littlefield	1			
Rep. Mackie	1			
Rep. O'Hara		1		
Rep. Ploszaj	1			
Rep. Silber	1			
Rep. Terry	1			
Rep. Trottier		1		
Rep. Comtois	1			
Rep. Sylvia	1			
TOTALS	11	5	0	
Absent				
Rep. Johnson				
Rep. Varney				

Motion	Rep. Silber			
Second	Rep. Terry			
	adjourn			
	YES	NO	Abstain	
Rep.Howard	1			
Rep. Aldrich	1			
Rep. Bordes	1			
Rep. Bean	1			
Rep. Harvey-Bolia	1			
Rep. Hough	1			
Rep. Lang	1			
Rep. Littlefield	1			
Rep. Mackie	1			
Rep. O'Hara	1			
Rep. Ploszaj	1			
Rep. Silber	1			
Rep. Terry	1			
Rep. Trottier	1			
Rep. Comtois	1			
Rep. Sylvia	1			
TOTALS	16	0	0	
Absent				
Rep. Johnson				
Rep. Varney				

Belknap County Delegation

November 16, 2021

We are here tonight to address what has become a hot topic around Belknap county and beyond; Gunstock Mountain Resort.

Let's start with a point on which all agree; Gunstock is a valuable county asset. As such it is in the interest of all in the county to assure it continues to be properly run and maintained. As far as I know there is no one that is interested in closing or harming Gunstock.

Many people have been chiming in with their opinions on the proper operation of the Gunstock ski area. Having attended most Gunstock Area Commission (GAC) meetings for the past couple of years I have to ask, where have you been?

If all those who write letters to the local paper had been attending GAC meetings, we might not be in the position which requires involvement of the delegation. The letters you write are based solely on information delivered by sources that have their own agenda. You have been used to support a plan of which you know little. Even those who have been following the actions of the GAC have only partial knowledge of the soon to be revealed Master Plan. It might be a useful exercise to ask the GAC when they voted to approve the Master Plan and when the public was allowed to comment on said plan.

Gunstock is a county owned and operated asset. It is not a private business. The GAC is a public body appointed by the Belknap county delegation. As a public entity it is required to adhere to the public meeting laws under RSA 91-A. The development of the Master Plan has had little to no public input and seems to have been produced by a subcommittee of the GAC, yet such a subcommittee has not met publicly nor produced minutes of any meetings. If this is true it is a violation of the right-to-know law, RSA 91-A. If it is not true the GAC can produce records of meeting dates and minutes, along with recommendations from the subcommittee made to the GAC. I have seen no evidence supporting the existence of such records.

GAC By-laws
Article II

3. Committees

- (a) Appointment: The Chair may appoint members of the commission to serve on committees and to perform other duties. Committees may include standing committees or committees convened for a specific project or purpose.
- (b) Authority of Committees: Committees shall have no decision making authority. The findings, actions and recommendations of committees shall not circumvent or replace the authority, direction and actions of the commission.

Article III

3. Records and Minutes of Meetings

- (a) Minutes: Minutes of all meetings of the commission and its subcommittees shall be recorded, prepared, and kept in accordance with NH RSA 91-A:4. Minutes shall be kept in the Gunstock Administrative Office where they will be available for public inspection, and posted on the Gunstock Commissioners website.

Many letter writers have questioned the timing of the delegations action against members of the GAC. It was not the delegation that demanded the removal of commissioner Ness. The GAC put this issue on the table when they produced a defamatory and baseless claim against Ness. The GAC voted to get a legal opinion regarding the validity of their ethics policy, yet the resulting report from attorney Quarles wandered into defamatory allegations which lacked support of any witnesses or testimony. The GAC voted to censure commissioner Ness without due process. This key failure, to assure that the claim which was delivered to the delegation had merit, is the reason it was dismissed.

While there is currently insufficient evidence available, the GAC votes lacking verifiable facts might be considered reckless and harmful actions against a public official and should be referred to the Attorney General. The report produced by attorney Quarles went beyond the issue of the ethics policy which was approved by the GAC. The report was clearly defamatory. Motivation for the production of the report may be tried to commissioner Ness' diligence in seeking information necessary to his duties as a member of the GAC. As the scope of work was beyond that which had been authorized, a case for the misuse of funds may be made. Improper Influence – RSA 640:3, Criminal defamation, RSA 644:11, Obstructing Government Administration, RSA 642:1, Official Oppression – RSA 643:1, Conspiracy – RSA 629:3, are criminal elements that may be at issue, along with civil claims that could be brought in the future.

It has been said that the actions of the delegation are unprecedented, and it is true. Unfortunately it is also extremely rare for a board to seek the removal of one of its own members. Once again the delegation is not the initiator of the events. We as a delegation have a duty to ensure that the GAC is properly serving in the public interest. To do anything less is to shirk our responsibilities.

Among many false allegations is an assertion that Gunstock might be closed. This is pure nonsense. Those who spread such absurdities only wish to irresponsibly drum up fear. One is left to speculate as to the source. Perhaps the Laconia Daily Sun would like to advise the public as to the people behind Citizens For Gunstock's full page ads, or those 2 pages of petition signatures. Sadly it is unlikely that those who signed the petition had much knowledge of that which they signed.

The GAC repeatedly claims credit for the great performance of Gunstock in the past year. While it was a very good year, it would be hard to find a business in outdoor recreation that did not do extremely well in the year of COVID19; housebound people were deprived of their normal activities which would have them in close contact with other people. Boston area skiers unable to get on airplanes swarmed to the north making it a great year for all eastern ski areas. It certainly didn't hurt to have a reasonably

good winter for snow cover. This is said not to diminish the efforts of the employees but to simply put the great fiscal performance in perspective.

Speaking of the financial success of Gunstock, the GAC never fails to remind the public that they have always paid off in a timely fashion their Revenue Anticipation Notes (RAN). It is indeed true. What they never mention is the \$6,000,000 default in 2000 which was picked up by county taxpayers. I can assure you the payments made to the county over the past 20 years have not amounted to recovering that loss. I'll not venture into what kind of bonding might be suggested in the new Master Plan as I have no such knowledge.

As was noticed on Nov. 6, 2021, "On Monday October 25, 2021 attorney Thomas Quarles presented to the Belknap county delegation a Request for Disqualifications (RFD). This request was addressed from four members of the Gunstock Area Commission (GAC), Kiedaisch, Gallagher, McLear, and Dumais. In this request it is made clear by the use of their titles that they are acting as members of GAC." What is not clear is how attorney Quarles was hired without a meeting of the GAC. This is contrasted by the vote on Nov. 10, 2021 in a public meeting (for which public comment was not allowed) to have attorney Quarles file for a temporary restraining order against the delegation. It appears that attorney Quarles was hired in an unnoticed meeting, prior to producing the RFD, in violation of RSA 91-A. If true, this stands as 'just cause' for removal.

Another perplexing question arises from that Nov. 10, 2021 vote to retain counsel. The temporary restraining order explicitly seeks to protect commissioners Kiedaisch, Gallagher and McLear from removal. They had a clear conflict of interest yet they were the only commissioners voting to approve the motion to engage counsel. Expending funds from Gunstock for their own personal protection might be viewed as 'just cause' for removal.

Once again, I know of no one that wants to close or harm Gunstock. My only agenda is open and transparent operation of a county asset. I will continue to work for good government and a successful Gunstock Mountain Resort.

Rep. Mike Sylvia
Chairman, Belknap County Delegation

Meeting Minutes for the Executive Committee – November 16, 2021, at 7:03 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 7:03 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Howard, Rep. Comtois, Rep. Aldrich, Rep. Sylvia, Rep Silber

M/Rep. Sylvia S/Rep. Aldrich – approve minutes of July 26, 2021 – unanimous – Rep Silber abstains

COUNTY CONVENTION

M/Rep Silber S/Rep Aldrich - motion to transfer from contingency \$10,000 to County Convention Legal Service line # 53200

M/Rep Sylvia S/Rep Aldrich – motion to transfer \$600 from contingency to Delegation meeting fees #53000

M/Rep Sylvia S/Rep Comtois -motion to transfer \$200 from contingency to Meeting Notices #56105

M/Rep Sylvia S/Rep Silber -motion to transfer \$300 from contingency to Travel #56130

INFORMATION TECHNOLOGY

Discussion regarding transfer into Line #53435 for \$8,090 (carryforward from last year), spent on Line #56680 without approval from the Delegation

COUNTY MAINTENANCE

Other Improvements – the culvert will not be completed this year – will it be out to bid and will it be paid for with ARPA Funds next year

TRANSFER REQUEST – COUNTY ATTORNEY

Medical Examiner line – very little control over this line, related to why a person dies

Unanticipated cost due to key employee who is going to take early retirement as of December 31, 2021. Accumulated sick time and vacation time – 30% of accumulated sick time, if you work enough time can get 50% with a one-year notice, but there is a waiver in the contract to provide for extenuating circumstances.

M/Rep Silber S/Rep Aldrich – to approve county attorney transfer of \$33,665 – transfer from NH-Nursing Services #025140 – 53301 to County Attorney department as detailed on budget transfer #3

M/Rep Aldrich S/Rep Silber – motion to adjourn 8:31 p.m.

Meeting Minutes for the Delegation – December 9, 2021 – 7:00 p.m.

Rep. Sylvia reconvened the Belknap County Delegation meeting to order at 6:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Bean, Rep. Bordes, Rep. Comtois, Rep. Hough, Rep. Howard, Rep. Johnson, Rep. Lang, Rep. Littlefield, Rep. Mackie, Rep. O'Hara, Rep. Ploszaj, Rep. Silber, Rep. Sylvia, Rep. Terry, Rep. Trottier,

Absent: Rep. Aldrich, Rep. Harvey-Bolia, Rep. Varney

Pledge: Rep. Bordes

M/Rep Howard S/Rep Silber – to approve the minutes of Nov 16, 2021, as amended – unanimous

Adjust minutes to remove Rep. O'Hara from absent

Open Public Hearing for Commissioners 2022 Budget

Commissioners have completed budget – presented a slide show

Presentation by County Attorney Livernois – asking for an additional two full-time employees

What type of felonies are you prosecuting?

Large number of arrests due to substance abuse

Presentation by Register of Deeds – Judy McGrath

Presentation by Sheriff Wright

Cruisers could be covered by ARPA

Presentation by Facilities Manager – Dustin Muzzey

When was the last time the cleaning services contract went out to bid? - a few years ago

Any insurance coverage due to sewage issue? Denied, but working on

Can ARPA funds be used to further investigate and prevent future sewage issues

Presentation by Restorative Justice Director Mike McFadzen

Presentation by Corrections Superintendent Adam Cunningham

Current population is 65 full capacity is 84

Revenue – Grant Revenue this year is projected at \$0 – have you applied for any grants

Also not separated out is 3 County Nursing Home employees under full-time wages and one per diem nurse under part-time wages

Overtime – if fully staffed – due to fluctuations in the staffing and must staff more during the concert season and bike week

What is the recidivism rate –

Why such an employee turnover – moving into private industries

Presentation by Nursing Home Administrator Shelley Richardson

92 employees – currently have 23 openings

Put in stop gap measure for LNA's – increased pay from \$12.79 to \$15.00 per hour plus the additional \$5.00 per hour through ARPA – all nursing staff received increases

Strike teams – downshifting from the State of NH

Presentation by County Administrator Debra Shackett

% are reflective of budget of 2022 and 2021 budget

ARPA funds – 4 million still undecided as to how to spend

Fund Balance – 5.6 million expecting deficit in revenue of 1.2 million – surplus of 1.2 million in expenses – currently at 2.6 million

What is the cost to participate in Counties of Association – think \$15K

Open for Public Comments

Mr. Irving – speaking to BCCD budget \$50K – would like to keep it the same as last year – spoke to stream restoration work they have done

David Osman – speaking to Nursing Home – facing a lot of demographic changes – staffing issues – keep in mind what the future might look like

Suzanne Demers – Community Action – Meals on Wheels, Mid-State Transit – Companion Program – food increased 20% and fuel increased

Close Public Comment – 9:00 p.m.

M/Rep Silber S/Rep Littlefield – to refer the budget to the executive committee – motion passes

M/Rep Lang S/Rep Bordes – add Rep O'Hara and Rep Ploszaj to budget committee plus the executive committee – motion fails

M/Rep Comtois S/Rep Johnson motion to adjourn

9:10 p.m.

Meeting Minutes for the Executive Committee – December 27, 2021, at 1:00 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 1:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Howard, Rep. Comtois, Rep. Sylvia, Rep Silber

Pledge: Rep. Silber

M/Rep. Silber S/Rep. Howard – approve minutes of Nov 16, 2021 – unanimous

COUNTY CONVENTION – Department 014110

M/Rep Silber S/Rep Comtois - motion to add \$15,000 to legal line (014110-53200) – unanimous

M/Rep Comtois S/Rep Sylvia – increase travel (014110-56130) \$1,800 – unanimous

COUNTY ADMINISTRATION – Department 014130

M/Rep Silber S/Rep Sylvia – motion to reduce FT wages (014130-51100) at \$200,000 – motion fails – tie vote

M/Rep Silber S/Rep Sylvia – motion to reduce OT wages (014130-51400) at \$2,000 – unanimous

M/Rep Silber S/Rep Comtois – motion to reduce employee recognition (014130-52280) to \$1,000 – unanimous

M/Rep Silber S/Sylvia - motion to reduce legal services (014130-53200) line to \$0.00- motion passes 3 to 1 – Rep Howard

M/Rep Silber S/Comtois - motion to reduce the printing (014130-55500) line item to \$200 – unanimous

CORRECTIONS – Department 014230

144 beds total – 58 beds as of today in the maximum side of security

Full staff currently with 1 retirement at the end of December 2021

In June, due to a new contract with a private company 3 FT positions were eliminated

M/Rep Sylvia S/Rep Silber – reduce OT (014230-51400) line to \$80,000 -unanimous

M/Rep Comtois S/Rep Silber – reduce FT (014230-51100) line to \$1,900,000 – unanimous – replacing position #51 which is a higher pay with a lower pay

M/Rep Silber S/Rep Comtois – reduce employee recognition (014230-52280) to \$0.00 – motion passes 3 to 1 – Rep Sylvia

Workers Compensation – a complete review was done to make sure the allocations were correct, something not done in previous years

M/Rep Silber S/Rep Sylvia motion to reduce Dietary Services (014230-53915) line item to \$188,000 - unanimous

M/Rep Silber S/Rep Comtois – motion to reduce Core supplies (014230-56001) to \$1,500 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce program costs (014230-56005) to \$5,000 – unanimous

M/Rep Silber S/Rep Comtois – motion to reduce training to \$15,000 (014230-56110) - unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce travel (014230-56130) to \$1,000 – unanimous

M/Rep Silber S/Rep Howard – motion to reduce garden supplies (014230-56500) to \$1,000 – unanimous

M/Rep Comtois S/Rep Silber -motion to reduce new equipment (014230-56680) line to \$12,000 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce vehicle lease (014230-57600) to \$11,018 – motion passes 3 to 1 – Rep Howard

M/Rep Sylvia S/Rep Silber – motion to reduce uniforms (014230-56115) to \$9,000 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce temporary housing (014230-53704) to \$2,500 – unanimous

COUNTY ADMINISTRATION- Department 014130

M/Rep Silber S/Rep Sylvia – motion to reduce dues & subscriptions line to \$7,500 (014130-55600) – motion passes 3 to 1 – Rep Comtois

M/Rep Silber S/Rep Sylvia – motion to reduce travel (014130-56130) to \$250 – unanimous

M/Rep Silber S/Rep Comtois – motion to reduce office supplies (014130-56200) to \$500 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce professional development (014130-56110) to \$2,000 – unanimous

FINANCE – Department 014150

Accounting Manager title changed to Finance Director

M/Rep Comtois S/Rep Silber – motion to reduce PT wages (014150-51200) to \$15 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce travel (014140-56130) to \$25 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce postage (014150-56250) to \$1,000 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce office supplies (014150-56200) to \$1,500 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to adjourn 4:50 p.m.

Meeting Minutes for the Executive Committee – December 28, 2021, at 1:00 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 1:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Howard, Rep. Comtois, Rep. Sylvia, Rep Silber

Pledge: Rep. Howard

M/Rep. Silber S/Rep. Sylvia – approve minutes of Dec 27, 2021 – unanimous

Health & Human Services – Department 014700

M/Rep Silber S/Rep Silber - motion to reduce professional service line (014700-53902) to \$7,000 – 2 to 2 motion fails – Rep Howard and Rep Comtois against

COUNTY Attorney – Department 014123

M/Rep Silber S/Rep Comtois – motion to redo budget with only one additional attorney instead of two and come back later this week - unanimous

IT – Department 014135

M/Rep Silber S/Rep Sylvia– reduce Software Support (014135-53425) to \$45,000 - motion passes 3 to 1 – Rep Comtois

M/Rep Silber S/Rep Sylvia – reduce IT Systems Project (014135-53435) to \$10,833 - unanimous

M/Rep Silber S/Rep Sylvia – reduce New Equipment line (014135-56680) to \$13,000 – unanimous

Sheriff – Department 014211

M/Rep Sylvia S/Rep Silber – motion to reduce public relations line (014211-56201) to \$0 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce PT Dispatchers (014211-51222) line to \$15,000 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce special operations (014211-53905) to \$10,000 – motion passes 3 to 1 – Rep Howard

M/Rep Silber S/Rep Sylvia – motion to reduce training (014211-56110) line to \$2,500 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce uniforms (014211-56115) to \$5,500 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce vehicle/vehicle lease (014211-57600) to \$64,307 – unanimous

M/Rep Howard S/Rep Sylvia – motion to reduce FT wages (014211-51120) to \$617,800 – unanimous

M/Rep Howard S/Rep Sylvia – motion to reduce payroll tax (014211-52200) to \$93,203 – unanimous

M/Rep Howard S/Rep Sylvia – motion to reduce retirement (014211-52230) to \$271,539 – unanimous

M/Rep Comtois S/Rep Silber – motion to reduce health insurance (014211-52100) to \$253,341 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce Court Security (014211-51224) by \$65,000 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce telecommunication (014211-53410) line by \$960 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to adjourn 4:39 p.m. – unanimous

Meeting Minutes for the Executive Committee – December 29, 2021, at 1:01 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 1:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Howard, Rep. Comtois, Rep. Sylvia, Rep Silber

Pledge: Rep. Comtois

M/Rep. Silber S/Rep. Howard – approve minutes of Dec 28, 2021 – unanimous

County Maintenance – Dept 014194

M/Rep Comtois S/Rep Silber – motion to reduce building improvement (014194-57200) to \$0.00 – unanimous

Capital Projects – Dept 014900

M/Rep Howard S/Rep Silber – motion to zero out premium pay line (014900 –57001) motion fails 2 to 2 – Rep Sylvia & Rep Comtois against

M/Rep Sylvia S/Rep Comtois – reduce premium pay (014900- by 50% to \$582,316 –57001) motion passes 3 to 1 – Rep Howard against

ARPA PROJECTS

M/Rep Sylvia S/Rep Comtois – motion to approve \$530,000 for the Silver Lake Dam Study – unanimous

M/Rep Comtois S/Rep Sylvia – motion to approve \$5,000 for single audit

M/Rep Sylvia S/Rep Comtois – motion to approve \$100,000 job training assistance – LPN program – motion passes 3 to 1 – Rep Howard

M/Rep Silber S/Rep Sylvia – motion to approve \$1,300,000 for Communication Project – unanimous

M/Rep Sylvia S/Rep Silber – motion to approve \$35,000 for culvert – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$5,000 for floor cleaning machine – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$40,500 for Appolo Bath – unanimous

M/Rep Sylvia S/Rep Comtois – motion to approve \$131,250 for courthouse masonry work – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$250,000 for courthouse electrical system – unanimous

M/Rep Howard S/Rep Comtois – motion to approve \$350,000 for window/trim replacement – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$40,000 for sink/toilet units at jail – unanimous

M/Rep Sylvia S/Rep Silber – motion to approve \$100,000 for AC at middle of jail – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$35,000 for hot water heater for corrections – unanimous

M/Rep Sylvia S/Rep Silber – motion to approve \$140,000 for NH flooring – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$39,000 to re-pipe hot water tanks at NH – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$69,500 to separate Sheriff's Dept from the County Network – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$6,000 for electronic key codes for Sheriff's Dept – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$60,000 to build holding cell at courthouse – unanimous

M/Rep Howard S/Rep Sylvia – motion to approve \$45,000 to re-cable computer room – unanimous

M/Rep Comtois S/Rep Silber – motion to approve \$90,000 for 2 vehicles for corrections department – unanimous

M/Rep Silber S/Rep Sylvia – motion to approve \$5,000 to gate Sheriff's parking area – unanimous

M/Rep Comtois S/Rep Sylvia – motion to approve \$5,000 for yard crew trailer for correction dept – motion passes 3 to 1 Rep Howard

M/Rep Sylvia S/Rep Comtois – motion to approve \$28,000 to re-pave the rec yard in the jail – unanimous

M/Rep Sylvia S/Rep Silber – motion to approve \$35,000 to replace pillars around NH – unanimous

M/Rep Howard S/Rep Silber – motion to approve \$75,000 for IT upgrades – unanimous

M/Rep Silber S/Rep Comtois motion to approve \$3,870,250 for ARPA projects (014900-57002) these monies are designated for the specific amounts and projects listed above – unanimous

NURSING HOME ADMIN – Dept 025100

M/Rep Silber M/Rep Sylvia – motion to reduce legal services (025100- 53200) to \$0.00 – unanimous

M/Rep Howard S/Rep Silber – motion to reduce IT system projects (025100-53435) to \$0.00 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce professional development (025100-56110) to \$5,900

M/Rep Silber S/Rep Sylvia – motion to reduce dues & subscriptions (025100-55600) by \$5,800 motion fails 2 to 2 Rep Howard & Rep Comtois against

M/Rep Silber S/Rep Howard – motion to reduce travel (025100-56130) to \$300 – unanimous

M/Rep Silber S/Rep Comtois – motion to reduce office supplies (025100-56200) to \$10,000 – unanimous

NH capacity is at 62 down 1/3

M/Rep Silber S/Rep Comtois – motion to reduce postage (025100-56250) to \$2,500 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce FT wages (025100-51100) by \$5,452 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce PR Tax (025100-52200) by \$417 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce retirement (025100-52230) by \$767 – unanimous

NURSING HOME Maintenance – Dept 025110

M/Rep Silber S/Rep Sylvia – motion to reduce building maintenance (025110-57200) to \$0.00 – unanimous

M/Rep Silber S/Rep Sylvia – motion to reduce vehicle repair (025110-56600) to \$2,000 – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce contracted services (025110-53420) by \$5,000 – unanimous

NURSING HOME Rehabilitation – Dept 025120

M/Rep Sylvia S/Rep Silber – motion to reduce operating supplies (025120-56100) to \$1,500 – unanimous

Corrections – Dept 014230

M/Rep Howard S/Rep Comtois – motion to reduce vehicle lease (014230-57600) to \$0.00 – unanimous

NURSING HOME Services

Discussion to be continued due to having erroneous wage sheets and budget totals not being correct. It was the hope that we would not reduce the amount presented so as to cover the new wages the Commissioner's have issued to the staff. One staff member received a 35% increase in pay, which has led us to uncover the omission of new wage rates. Ms. Shackett told us that the Commissioner's went to the union to get approval to increase the wages already under contract.

M/Rep Comtois S/Rep Sylvia – motion to adjourn 4:46 p.m. – unanimous

Meeting Minutes for the Executive Committee – December 30, 2021, at 1:10 p.m.

Chair Howard called the Belknap Executive committee meeting to order at 1:00 p.m. on the above date at 34 County Drive, Laconia, NH.

In attendance: Rep. Howard, Rep. Comtois, Rep. Sylvia, Rep Silber

Pledge: Rep. Silber

COUNTY Attorney – Department 014123

M/Rep Sylvia S/Rep Comtois - Motion to reduce FT wages (04123-51100) to \$551,020 – unanimous

M/Rep Sylvia S/Rep Comtois - Motion to reduce Sick time incentive (014123-51510) to \$370 - unanimous

M/Rep Sylvia S/Rep Comtois - Motion to reduce Health Insurance (014123-52100) to \$178,252 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce Payroll Tax (04123-52200) to \$53,640 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce retirement (014123-52230) to \$90,050 - unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce dues (014123-53000) to \$3,490 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce software support (014123-53425) to \$10,250 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce new equipment (014123-56680) to \$4,100 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce professional development (014123-56110) to \$1,300 – unanimous

M/Rep Sylvia S/Rep Comtois – motion to reduce travel (014123-56130) to \$800 – unanimous

Outside Agencies – UNH - Department 014610

M/Rep Sylvia S/Rep Silber – motion to accept Commissioner’s recommendation – unanimous

Outside Agencies – BCCD – Department 014619

M/Rep Sylvia S/Rep Comtois– motion to accept Commissioner’s recommendation – motion passes 3 to 1 Rep Howard

Outside Agencies – Community Action Program – Department 014660

M/Rep Silber S/Rep Sylvia – motion to reduce CAP (014660-55030) to \$50,000 – motion passes 3 to 1 Rep Comtois

Restorative Justice – Department 014235

M/Rep Silber S/Rep Comtois - motion to reduce FT wages to \$140,565 (014235-51200) – unanimous

M/Rep Comtois S/Rep Sylvia – motion to reduce payroll tax (014235-52200) to \$10,855 - unanimous

M/Rep Silber S/Rep Sylvia - motion to reduce training (014235-56110) to \$400 – unanimous

ARPA

M/Rep Comtois S/Rep Sylvia – motion to change ARPA (014900-57002) project line to \$3,519,250 -unanimous

TRANSFER

M/Rep Sylvia S/Rep Howard – motion to transfer \$24,000 from Contingency to Maintenance in accordance with Budget Transfer #5 – motion passes 3 to 1 Rep Silber

Next meeting dates January 10th and 11th at 6 p.m.

M/Rep Comtoi S/Rep Sylvia – motion to adjourn 3:40 p.m. – unanimous

