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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

November 9, 2012

SOLE SOURCE

RETRO

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source**, **retroactive** amendment to the existing lease with the Town of Salem, 33 Geremonty Drive, Salem, New Hampshire 03079 (Vendor #177472) for office space in Salem, New Hampshire for the Department's Juvenile Probation and Parole Officers, by increasing the price limitation in the amount of $20,331.60 to $71,160.60 from $50,829.00 and by extending the term twenty-four months to September 30, 2014, effective retroactive to October 1, 2012 and to end twenty-four months thereafter on September 30. 2014. Governor and Executive Council approved the original lease on October 17, 2007, item #76. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 through SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

60% GEN 40% FED

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2008	022-500248	Rents-Leases Other than State	$ 7,624.35	$ 0.00	$ 7,624.35
SFY 2009	022-500248	Rents-Leases Other than State	$10,165.80	$ 0.00	$10,165.80
SFY 2010	022-500248	Rents-Leases Other than State	$10,165.80	$ 0.00	$10,165.80
SFY 2011	022-500248	Rents-Leases Other than State	$10,165.80	$ 0.00	$10,165.80
SFY 2012	022-500248	Rents-Leases Other than State	$10,165.80	$ 0.00	$10,165.80
SFY 2013	022-500248	Rents-Leases Other than State	$ 2,541.45	$ 0.00	$ 2,541.45
SFY 2013	103-502664	Contracts for Operational Services	$ 0.00	$ 7,624.35	$ 7,624.35
SFY 2014	022-500248	Rents-Leases Other than State	$ 0.00	$10,165.80	$10,165.80
SFY 2015	022-500248	Rents-Leases Other than State	$ 0.00	$ 2,541.45	$ 2,541.45
Total			$50,829.00	$20,331.60	$71,160.60

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for twenty-four months. Competitive bidding was rejected as the cost to advertise, actually move the district office to a new location, cost to fit up a new location, the cost for telephone and data installation and the actual cost for movers would far outweigh the current lease expense in

remaining at this location for the short term. The benefit of the sole source is not only cost effective, but also allows for business to continue as usual without interruption. The amendment is retroactive due to a last minute change from the Town of Salem to use the Department's space for Town use and relocate the Department in another area of the facility. After delays on where the Department was to relocate, the Town decided to leave the Department's space alone and not take space for Town use. Incomplete documentation from the Town of Salem further delayed the finalization of the amendment. The amendment is necessary to provide time to determine how regionalization of offices will impact the fate of the Salem Itinerant Office.

The Department of Health and Human Services has occupied office space for the Juvenile Probation and Parole Officers for its Salem Itinerant Office at this location since 1989. The Salem Itinerant Office has five staff members and full-time caseloads assigned by the Salem District Court. These Juvenile Probation and Parole Officers are assigned to work with the Salem District Court and juveniles under their jurisdiction exclusively.

The leasing of space in the Salem District Court building, owned by the Town of Salem, is particularly desirable because of the close working relationship and responsibilities the Juvenile Probation and Parole Officers have with the court, the juveniles they serve and the community. On-site office space makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the Juvenile Probation and Parole Officers on-site location.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Eagle Tribune in January 2007. In addition, the current Landlord, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement. Over and above the aforementioned, the Department of Administrative Services submitted the RFP for inclusion on the State's WEB page and also the Department of Health and Human Services' WEB page for broadened exposure. The space search produced only one viable letter of interest, the Town of Salem. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

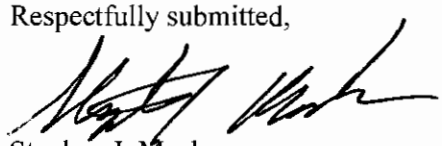
The lease amendment negotiated with the current Landlord provides the same terms and conditions as the original lease at a gross lease rate of $19.29 per square foot for the term. The current rate is $19.29 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The square footage remains the same at 527 square feet. The amendment reflects an increase of twenty-four months in the term of the lease. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. The Department will need twenty-four months to decide how regionalization of the district offices will impact the fate of this itinerant office and to finalize the process and obtain authorization of any subsequent lease contract.

The area served by this office is the area jurisdiction of the Salem District Court.

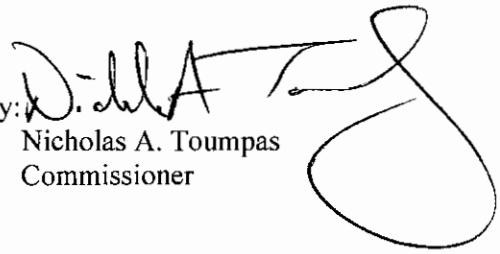
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by: 

Nicholas A. Toumpas
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: December 3, 2012

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

TO: His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Dept. of Health & Human Services, 129 Pleasant Street, Concord, NH 03301

LESSOR: Town of Salem, 33 Geremonty Drive, Salem, NH 03079

DESCRIPTION: Lease Amendment. Approval of the enclosed will authorize amending the current DHHS Salem Itinerant Office lease - which houses the Departments' Juvenile Probation and Parole Officers assigned to work with the Salem Court - providing an additional twenty four (24) months under the terms of the current agreement continuing rental of the 527 square foot space located on the lower level of 33 Geremonty Drive, Salem, NH. During the extended term DHHS will decide how intended "regionalization" of its offices will affect the future of this location.

TERM: Twenty four (24) months, commencing retroactively to October 1, 2012, ending September 30, 2014.

RENT: The current rental rate shall remain unchanged, $19.29 per square foot which is $10,165.80. Total twenty four month rent: not to exceed $20,331.60

JANITORIAL: Provision of janitorial services included in the annual rent
UTILITIES: Provision of utilities & site maintenance included in the annual rent

PUBLIC NOTICE: Sole Source amendment of current lease term, see agency explanation/justification in attached G&C cover letter.
CLEAN AIR PROVISIONS: No provisions are applicable to an amendment
BARRIER-FREE DESIGN COMMITTEE: No review required for an amended lease term

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

Reviewed, and recommended for G. & C. submission by:
Bureau of Planning and Management

Mary Belecz, Administrator

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.

Michael Connor, Director

LEASE SPECIFICS

Landlord:	Town of Salem New Hampshire 33 Geremonty Drive Salem, New Hampshire 03079	
Location:	35 Geremonty Drive Salem, New Hampshire 03079	
Monthly Rent:	Year 1	$847.15
	Year 2	$847.15
Square Footage:	527	
Square Foot Rate:	Year 1	$19.29
	Year 2	$19.29
Janitorial:	Included in rent	
Utilities:	Included in rent	
Term:	Commencing October 1, 2012 through September 30, 2014	
Total Rent:	$20,331.60	

AMENDMENT

This Agreement (hereinafter called the "Amendment) is dated, October 19, 2012 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and the Town of Salem, (hereinafter referred to as the "Landlord") with a place of business at 33 Geremonty Drive, Salem, New Hampshire 03079.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 527 square feet of space located at 35 Geremonty Drive, Lower Level, Salem, New Hampshire first entered into August 27, 2007, which was approved by the Governor and Executive Council on October 17, 2007, item #76 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to allow time to determine the fate of the Itinerant Office as it relates to regionalization of the District Offices. Regionalization could alter the location, size and/or existence of the Itinerant Office, and;

The Tenant will need up to twenty-four (24) months to determine the fate of this itinerant Office and if necessary, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, September 30, 2012 is hereby amended to terminate twenty-four (24) months thereafter, September 30, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: KEH

Date: 10/19/12

4.1 Rent: The current annual rent of $10,165.80, which is approximately $19.29 per square foot, will remain the same for the term of the amendment, which shall be prorated to a monthly rent of $847.15, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable October 1, 2012 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed $20,331.60.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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

Initials: KCRS

Date: 10/19/12

IN WITNESS WHEREOF, the parties have hereunto set their hands;

TENANT: State of New Hampshire Department of Health and Human Services

Date: 11/13/12

By _____
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: October 19, 2012

By _____
Keith Hickey, Town Manager, Town of Salem

Acknowledgement: State of New Hampshire County of Rockingham.
On (date) 10/19/2012, before the undersigned officer, personally appeared Keith Hickey, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Anne M. Fogarty

Commission expires: 8/22/2017 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
Anne M. Fogarty Notary Public

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

By: _____, ~~Assistant~~ Attorney ~~General~~, on 26 Nov. 2012.
Jeanne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

State Fiscal Year	*Month*	*Payment*	Yearly *Total*	*Fiscal Year Total*
2013	10/1/2012	$ 847.15		
	11/1/2012	$ 847.15		
	12/1/2012	$ 847.15		
	1/1/2013	$ 847.15		
	2/1/2013	$ 847.15		
	3/1/2013	$ 847.15		
	4/1/2013	$ 847.15		
	5/1/2013	$ 847.15		
	6/1/2013	$ 847.15		$ 7,624.35
2014	7/1/2013	$ 847.15		
	8/1/2013	$ 847.15		
	9/1/2013	$ 847.15	$ 10,165.80	
	10/1/2013	$ 847.15		
	11/1/2013	$ 847.15		
	12/1/2013	$ 847.15		
	1/1/2014	$ 847.15		
	2/1/2014	$ 847.15		
	3/1/2014	$ 847.15		
	4/1/2014	$ 847.15		
	5/1/2014	$ 847.15		
	6/1/2014	$ 847.15		$ 10,165.80
2015	7/1/2014	$ 847.15		
	8/1/2014	$ 847.15		
	9/1/2014	$ 847.15	$ 10,165.80	$ 2,541.45
Total Rent			$ 20,331.60	$ 20,331.60

Initials: KCH

Date: 10/19/12

Client#: 240717 SALEM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International New England
222 Milliken Blvd
Fall River, MA 02722
508 235-2200

CONTACT NAME:
PHONE (A/C, No, Ext): 800-242-3862 FAX (A/C, No): 866-415-5835
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Argonaut Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Town of Salem
33 Geremonty Drive
Salem, NH 03079

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		MGL700087301	07/01/2012	07/01/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	X OCP						GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$1,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			MBA700087301	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			MXS700087301	07/01/2012	07/01/2013	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Public Officials Liability			MPO700087301	07/01/2012	07/01/2013	$1,000,000 / $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of coverage on Court House building located 35 Geremonty Drive.
State of New Hampshire Dept. of Health & Human Services is included as Additional Insured for General Liability as required by written and executed contract, per the terms of the policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept. of Health & Human Services
ATTN: Leon Smith Administrator
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael A Chapman

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Certification of Authority to Sign Contracts for the Town of Salem

I hereby certify that the Town of Salem adopted RSA 37 (Town Manager form of Government) at an annual town meeting held on March 8, 1960. As such, under RSA 37:6, the appointed Town Manager (Keith R. Hickey) has the authority to let, make and oversee all performance on contracts for the Town of Salem.

Please also be advised that on October 15, 2012, the Board of Selectmen approved the lease agreement and authorized Town Manager Keith Hickey to sign the lease agreement with the State of New Hampshire, Department of Health and Human Services for use of a portion of the property located at the Salem District Court, 35 Geremonty Drive, Salem, NH.

Signed this 7th day of November 2012.

Susan M Wall

Susan Wall, Town Clerk

Notarization

State of New Hampshire, County of Rockingham. On November 7, 2012 (*Date*), before me, Maureen Witley (*Printed Name of Notary Public or Justice of the Peace*), the undersigned Officer, personally Appeared, Susan Wall, who acknowledges herself to be the Town Clerk of the Town of Salem, New Hampshire, and that she, Town Clerk, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hands and official seal.

Maureen Witley

Signature of Notary Public or Justice of the Peace

affix seal

Commission Expires: September 9, 2014

Home Page - Windows Internet Explorer

https://www.sam.gov/portal/public/SAM/?portal:componentId=66fdb602-77f6-4ba0-914a-0be6f0d631e1&portal:type=

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HOME

Search Results

You can refine your search by entering new search criteria in the search box and using the Search In Results button. If you wish to perform a new search use the Clear Search button. Using the Save Search button will allow you to run this search at a later time.
Important message regarding exclusion searches.

Current Search Terms: town* of salem* NH

Clear Search

SAVE PDF | EXPORT RESULTS | PRINT

Result page 0 of 0
Order by Ascending
Sort by Relevance

FILTER RESULTS

No records found for current search.

By Record Status

- [x] Active
- [ ] Inactive

Done, but with errors on page.

October 17, 2007
Item #76

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Acting Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

COPY

September 27, 2007

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a retroactive lease renewal agreement with the Town of Salem, 33 Geremonty Drive, Salem, New Hampshire 03079 (Vendor #73322) for office space in Salem, New Hampshire in the amount of $50,829.00 retroactive to October 1, 2007 and to end sixty months thereafter on September 30, 2012. Funds are available in the following account for SFY 2008 and SFY 2009 and are anticipated to be available in SFY 2010 through SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

Account 010-095-5685-022-0248

SFY 2008	$ 7,624.35
SFY 2009	$10,165.80
SFY 2010	$10,165.80
SFY 2011	$10,165.80
SFY 2012	$10,165.80
SFY 2013	$ 2,541.45
Total	$50,829.00

EXPLANATION

The Department of Health and Human Services has occupied office space for the Division of Juvenile Justice Services (DJJS) for its Salem Itinerant Office at this location since 1989. The Salem Itinerant Office has five staff members and full-time caseloads assigned by the Salem District Court. These Juvenile Probation and Parole Officers (JPPOs) are assigned to work with the Salem District Court and juveniles under their jurisdiction exclusively.

The leasing of space in the Salem District Court building, owned by the Town of Salem, is particularly desirable because of the close working relationship and responsibilities the JPPO's have with the court, the juveniles they serve and the community. On-site office space makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the JPPO's on-site location.

In January of 2007, in support of the Department of Health and Human Services, the Department of Administrative Services provided the Request for Proposal (RFP) for the lease of office space for the Salem Itinerant Office. A space search was conducted through newspaper advertisements in the Manchester Union Leader and the Eagle Tribune. The ads were placed on January 19, 2007 and January 26, 2007 (see advertising schedule). In addition, the current Landlord, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement (see attached Direct Recipients). Over and above the aforementioned, the Department of Administrative Services submitted the RFP for inclusion on the State's WEB page and also the Department of Health and Human Services' WEB page for broadened exposure. The space search produced only one viable letter of interest, the Town of Salem. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

This retroactive agreement is attributed mainly to the Architectural Barrier-Free Design Committee (AB Committee) recommendation regarding lease approval letter, Exhibit G of the lease agreement. The Department of Administrative Services, Bureau of Court Facilities, Salem District Court submitted the original request for approval to the AB Committee as they occupy the majority of the building. The request for AB Committee recommendation letter included the space as referenced in this lease agreement. The AB Committee recommendation letter contains extensive requirements to be provided by both parties, the Department of Administrative Services, Bureau of Court Facilities, Salem District Court and the Town of Salem. Assurances that these items were to be resolved as requested in the AB Committee letter had to be confirmed before this lease agreement could proceed, until that time this lease agreement could not go forward. This delayed the finalization of this agreement resulting in a retroactive request.

The lease negotiated with the current Landlord provides the same terms and conditions as the original lease at a gross lease rate of $19.29 per square foot, fixed for the five-year term. The current rate is $19.29 per square foot. The lease renewal includes no additional moving expenses and provides continued uninterrupted services to clients. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The leaseable square footage has increased from 200 square feet to 527 square feet, an increase of 327 square feet to accommodate the needs of the Department's five staff.

In addition, as part of this lease agreement, a special provision (Exhibit E, Paragraph 1) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord at the Department's expense without amending the amount of this contract.

The area serviced by this office is the area jurisdiction of the Salem District Court. Approval of this agreement will allow the Department to provide continuity of services to the court and clientele in the Salem area.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,

James P. Fredyma
Controller

Approved by:

Nicholas A. Toumpas
Acting Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: September 24, 2007

SUBJECT: Attached Lease;
Approval respectfully requested.

TO: His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Health & Human Services, 129 Pleasant Street, Concord, NH

LESSOR: 20 West Park, LLC, 20 West Park Street, Suite #1, Lebanon, NH 03766

DESCRIPTION: Lease renewal. Approval of the enclosed with authorize the continued rental of 527 square feet of space located on the lower leverl of 33 Geremonty Drive (the Salem District Court), Salem NH. The office space serves as the DHHS Salem area "Itinerant Office" housing five DJJS Juvenile Probation and Parole Officers who are assigned full-time caseloads by the Salem District courts.

TERM: Five (5) years, commencing October 1, 2007 ending September 30, 2012.
OPTIONS: There are no options to extend the term.

ANNUAL RENT: $10,165.80 annually which is $19.29 per square foot for each of the five years.

JANITORIAL: Included in annual rent
UTILITIES: Included in annual rent

TOTAL for Five year term: $50,829.00

ESCALATION: None.
PUBLIC NOTICE: Complied with all requirements.
CLEAN AIR PROVISIONS: The space will be tested for (with certification subsequently perused) continued compliance with RSA 10:B requirements no later than 30 days after the inception of the renewal term.
BARRIER-FREE DESIGN COMMITTEE: Conditional approval recommended. The "conditions" for approval have been included within the lease as improvements the Landlord shall provide no later than 30 days after the inception of the lease term.
OTHER: Review of the enclosed is recommended.

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

Reviewed, and recommended for G. & C. submission by:
Bureau of Planning and Management

Mary Belecz, Administrator

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.

Michael Connor, Director

LEASE SPECIFICS

Landlord:	Town of Salem New Hampshire Salem District Court 33 Geremonty Drive Salem, New Hampshire 03079	
Location:	35 Geremonty Drive Salem, New Hampshire 03079	
Monthly Rent:	Year 1	$847.15
	Year 2	$847.15
	Year 3	$847.15
	Year 4	$847.15
	Year 5	$847.15
Square Footage:	527	
Square Foot Rate:	Year 1	$19.29
	Year 2	$19.29
	Year 3	$19.29
	Year 4	$19.29
	Year 5	$19.29
Janitorial:	Included in rent	
Utilities:	Included in rent	
Term:	Commencing October 1, 2007 through September 30, 2012	
Total Rent:	$50,829.00	

Advertising Schedule

Wanted to rent in Salem, New Hampshire for a term of up to five (5) years, commencing April 1, 2007, not to exceed 1,000 square feet of space for use by the State of New Hampshire's Department of Health and Human Services providing an Itinerant Office. The space offered must be renovated to meet the State's programmatic specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Bureau of Planning and Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4906) or alternately, obtain the specifications by logging on to the State's lease WEB site at: http://admin.state.nh.us/bpm/index2.asp. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, February 2, 2007. The State of New Hampshire reserves the right to accept or reject any or all proposals.

Ad Placement schedule:

	Run 1	**Run 2**
Eagle Tribune	**Friday**	**Friday**
North Andover, MA	1/19/07	1/26/07
Union Leader	**Friday**	**Friday**
Manchester, NH	1/19/07	1/26/07

SALEM ITINERANT OFFICE RFP – DIRECT RECIPIENTS

MS LISA KILGORE
COLDWELL BANKER ASHTON-KILGORE REALTY
103 PONEMAH ROAD
AMHERST NH 03031

MR DAVID HALL
DEWOLFE COMPANIES INC.
104 ROUTE 101A
AMHERST NH 03031

MR HOWARD GOLLIHUE
ARGOSY GROUP
136 STATE ROUTE 101A
AMHERST NH 03031-2209

MS KARIN LEONARD
LEONARD LEE & COMPANY
89 ROUTE 101A
AMHERST NH 03031-2216

MR ELMER PEASE II
PD ASSOCIATES LLC GLOBAL COMMERCIAL
5 DARTMOUTH DRIVE UNIT 101
AUBURN NH 03032-3984

MS ANN KELLEY
RE/MAX EXECUTIVES
5 DYMENT WAY STEET
BARRINGTON NH 03825-3736

MARQUIS-WHITMAN ASSOC INC
15 CONSTITUTION DRIVE
BEDFORD NH 03110

MR TERRY SMITH
CRAFTS APPRAISAL ASSOC LTD
4 BELL HILL ROAD
BEDFORD NH 03110

MR JOSEPH MENDOLA
THE NORWOOD GROUP
116 SOUTH RIVER ROAD
BEDFORD NH 03110

MR JUSTIN BIELAGUS
COLDSTREAM RE ADVISORS INC
170 SOUTH RIVER ROAD
BEDFORD NH 03110

MR ROBERT PHILLIPS
GRANITE COMMERCIAL GROUP INC
188 ROUTE 101 SUITE 3
BEDFORD NH 03110

MR JOEL KAHN
EQUITY ALLIANCE CORP
32 ELK DRIVE
BEDFORD NH 03110

MR HUGH O'NEIL
O'NEIL REAL ESTATE
12 APPLEDOR ROAD
BEDFORD NH 03110

MR THOMAS FINI
FINI REAL ESTATE GROUP INC
169 SOUTH RIVER ROAD - SUITE 2
BEDFORD NH 03110

MR GREGORY R KIRSCH
ASTORIA PROPERTIES LLC
11 CORPORATE DRIVE
BELMONT NH 03220

MR KARL NORWOOD
THE NORWOOD GROUP
116 SOUTH RIVER ROAD
BEDFORD NH 03110

MR PETER CALLIORAS
ALPHA AUCTION & REALTY CO INC
251 LEAVITT ROAD
BELMONT NH 03220

MR PAUL GRIFFIN
PAUL T GRIFFIN INC
58 MEETINGHOUSE ROAD
BEDFORD NH 03110

MR RICHARD POULIN
DOWNTOWN ENTERPRISES
95 MAIN STREET
BERLIN NH 03570

MR BILL WOGLON
OPECHE CONSTRUCTION CORPORATION
11 CORPORATE DRIVE
BELMONT NH 03220

MR STEVEN WERST
ALTID PROPERTIES
PO BOX 207
CAMBRIDGE MA 03141

MR LEE COULOMBRE
PRUDENTIAL-COULOMBE REAL ESTATE
181 COLE STREET
BERLIN NH 03570

MR DONALD CHABOT
TOWN & COUNTRY REALTY ASSOC
26 TREMONT STREET
CLAREMONT NH 03743

MR WILLIAM J ANDREAS
EXECUTIVE DIRECTOR BEDCO
PO BOX 628
BERLIN NH 03570

MS MARY BELECZ
BUREAU OF PLANNING &
MANAGEMENT/ADMINISTRATIVE SERVICES
STATE HOUSE ANNEX
CONCORD NH 03301

MR MEL BORRIN
PREFERRED PROPERTIES INC
ROUTE 25 PO BOX 161
CENTER HARBOR NH 03226

MR JAMES CORRIGAN
THE CORRIGAN COMPANY
6C HILLS AVENUE
CONCORD NH 03301

MR MARTIN TYMOWICZ
C-21 HIGHVIEW REALTY
122 PLEASANT STREET
CLAREMONT NH 03743

MR RON ROBIN
ERA MASIELLOW GROUP
4 PARK STREET
CONCORD NH 03301

MR JOHN DINAPOLI
OFFICE OF BUSINESS AND INDUSTRIAL DEVELOPMENT
172 PEMBROKE ROAD PO 1856
CONCORD NH 03301

MR RANDOLPH W DANIELS
CAPITAL APPRAISAL ASSOC
128 SOUTH FRUIT STREET
CONCORD NH 03301

MR SCOTT WALKER
PREMIERE PROPERTIES
255 SOUTH MAIN STREET
CONCORD NH 03301-3405

MR NICK NORMAN
NORMAN REALTY SOLUTIONS
16 CRESCENT STREET
DERRY NH 03038

MR PETER SAMAHA
SAMAHA FAMILY REALTY
11 MADISON STREET
CONCORD NH 03301-2240

MS THERESA RYAN
PATER REAL ESTATE MANAGEMENT
82 W BROADWAY STREET
DERRY NH 03038-2392

MR WIN SALTMARSH
MERRIMACK VALLEY ASSISTANCE PROGRAM
8 WALL STREET
CONCORD NH 03301

MS MARY MERKLEY
PRUDENTIAL RUSH REALTY
634 CENTRAL STREET
DOVER NH 03820

MS LINDA CARDNER
J A MCGILLEN ASSOCIATES INC
48 WEST BROADWAY
DERRY NH 03038

MR WILLIAM MURPHY
MURPHY & MURPHY REAL ESTATE
23A PORTSMOUTH AVENUE
EXETER NH 03833

MR HOWARD B SHECTER
DEWOLFE COMPANIES INC
601 CENTRAL AVENUE
DOVER NH 03820

MR ANDREW SMITH
PEABODY & SMITH PROPERTIES INC
383 MAIN STREET
FRANCONIA NH 03580

MR JEFFREY LARRABEE
LARRABEE REAL ESTATE CO LTD
PO BOX 687
EPSOM NH 03234

MR BERRY SHEA
BARRY SHEA & ASSOCIATES
PO BOX 7302
LACONIA NH 03247-7302

MR PAUL MCCOY
MCCOY PROFESSIONALS
104 EPPING ROAD
EXETER NH 03833-2600

MR J KINNEY O'ROURKE BROKER
PO BOX 7314
GILFORD NH 03247-7314

MR ANDREW SMITH
PEAK THREE ASSOCIATES
MAIN STREET
FRANCONIA NH 03580

MR JOSEPH HUNKINS
HUNKINS REAL ESTATE
PO BOX 5
GREENLAND NH 03840

MR ROBERT EHRENBERG
THE BUSINESS CONNECTION INC
104 LILY POND ROAD
GILFORD NH 03246-6686

MR MICHAEL BRIGHAM
ERA MASIELLOW GROUP
408 LAFAYETTE ROAD
HAMPTON NH 03842

MR MICHAEL P SPYRIDAKIS
HIGH POINT REALTY CORP
542 MAST ROAD
GOFFSTOWN NH 03045

MS KATHY RUSH
PRUDENTIAL RUSH REALTY
314 LAFAYETTE ROAD
HAMPTON NH 03842

MR DONALD C BURGESON
COLDWELL BANKER/CONCEPT 100 REAL ESTATE
ROUTE 111
HAMPSTEAD NH 03841

MR MICHAEL WOODARD
REDPATH COMMERCIAL DIVISION
45 LYME ROAD SUITE 305
HANOVER NH 03755

MR CHRIS CONGDON
QUAYLE CONGDON REAL ESTATE
865 LAFAYETTE ROAD
HAMPTON NH 03842-1257

MR ROBERT HAYNES JR
RE HAYNES CO INC
14 SOUTH MAIN STREET SUITE 2F
HANOVER NH 03755-2015

MS MAUREEN CAREY
CAREY ASSOCIATES
95 LAFAYETTE ROAD
HAMPTON FALLS NH 03844

MR DUANE OSTERKAMP
OSTERKAMP ASSOCIATES
PO BOX 1047
HOLLIS NH 03049

MR WILLIAM JOHNSON
COLDWELL BANKER REDPATH & CO
PO BOX 167
HANOVER NH 03755

MR MORT BLUMENTAL
MORJOY REALTY ASSOCIATES INC
PO BOX 16038
HOOKSETT NH 03106-6038

MR T ROBERT VALICENTI
ERA MASIELLO GROUP
2 MAIN STREET
HOLLIS NH 03049

DESPRES AND ASSOCIATES INC
41 MAIN STREET
JAFFREY NH 03452

MR GEORGE F BROOKS III
BROOKS RE SERVICES
40 HARVEY ROAD
LONDONDERRY NH 03053-7400

RE/MAX TOWN & COUNTRY
117 WEST STREET
KEENE NH 03431

SOUSA REALTY & DEVELOPMENT CORP
46 LOWELL ROAD
HUDSON NH 03051

MR JOHN R BRADSHAW
BRADSHAW & BRADSHAW INC
PO BOX 421
KEENE NH 03431-0421

GREENWALD REALTY ASSOCIATES
55 MAIN STREET
KEENE NH 03431

MR GEORGE FOSKETT
ERA MASIELLO GROUP
69A ISLAND STREET
KEENE NH 03431

BRADSHAW & BRADSHAW/INDUSTRIAL REAL ESTATE
160 EMERALD STREET
KEENE NH 03431

MR. A RANGER CURRAN
RE/MAX TOWN & COUNTRY
117 WEST STREET PO BOX 1060
KEENE NH 03431

PRUDENTIAL BROWN & TENT REALTORS
428 MAIN STREET
KEENE NH 03431

MR CHARLES SCHUBERT
APPLIED ECONOMIC REARCH
109 COURT STREET
LACONIA NH 03246

MR CHARLES MILLER
COLDWELL BANKER TATTERSALL & ASSOC RE
391 WEST STREET
KEENE NH 03431-2403

MR STEVE WEEKS
COLDWELL BANKER COMMERCIAL
348 COURT STREET
LACONIA NH 03246

MS BEVERLY GEORGE
NORTHEAST APPRAISAL SERVICE
149 DRINKWATER ROAD
KENSINGTON NH 03833

MR KING COVEY
GOLDEN& COVEY REALTORS
213 MAIN STREET
LITTLETON NH 03561

MS PEPPER ANDERSON
HADLOCK REAL ESTATE
226 MAIN STREET
LITTLETON NH 03561

MS JUDITH TINKHAM
TINKHAM REALTY
ROUTE 102
LONDONDERRY NH 03053

MR ANDY LEVY
THE MEG COMPANIES
25 ORCHARD VIEW DRIVE
LONDONDERRY NH 03053-3376

MR GLENN NEWBERRY
AMERICORP REAL ESTATE SERVICES
175 RIVER ROAD
MANCHESTER NH 03104

OMNI GROUP
PO BOX 397
MANCHESTER NH 03105-0397

MR JOSEPH FREMEAU
FREMEAU APPRAISAL INC
11 STARK STREET
MANCHESTER NH 03101-1935

MR TOM FARRELLY
CUSHMAN AND WAKEFIELD OF NH INC
650 ELM STREET SECOND FLOOR
MANCHESTER NH 03101

MR DON EATON
EATON PARTNERS INC
814 ELM STREET
MANCHESTER NH 03101

MR RICHARD DANAIS
DANAIS REALTY GROUP
799 MAMMOTH ROAD
MANCHESTER NH 03104

MR GREGORY BARRETT
KAS-BAR REALTY
65 WEST MERRIMACK STREET
MANCHESTER NH 03101-2321

MR JOHN A JACKMAN
JACKMAN COMMERCIAL REALTY INC
526 FOX HOLLOW WAY
MANCHESTER NH 03104

MR RICHARD MARQUIS
NE BUSINESS PROPERTY
PO BOX 5075
MANCHESTER NH 03108-5075

MR JOHN MADDEN
JCM MANAGEMENT COMPANY INC
540 NORTH COMMERCIAL STREET
MANCHESTER NH 03101

MR RUSSELL POIRIER
MARTEL REALTY
SECOND STREET
MANCHESTER NH 03102

MS PAMELA HALVORSEN
LAUREATE REALTY CORPORATION
1 SUNDIAL AVE - SUITE 505
MANCHESTER NH 03103

MR ALLAN CLARK
REI SERVICE CORPORATION
763 CHESTNUT STREET
MANCHESTER NH 03104-3011

MR WILLIAM NORTON
NORTON ASSET MANAGEMENT INC
342 COMMERCIAL STREET
MANCHESTER NH 03101-1127

MR KIRK ROTH
ROTH & ROTH LLC
155 DOW STREET
MANCHESTER NH 03101

MR RONALD DUPONT
RED OAK PROPERTY MANAGEMENT INC
289 PINE STREET
MANCHESTER NH 03103

MR CHARLES THIBEDEAU
CP MANAGEMENT
THREE MOUND COURT
MERRIMACK NH 03054

DAHL HOUSE REALTY
26 DAHL ROAD
MERRIMACK NH 03054-4534

MR LAWRENCE HIRSCH
HIRSCH & COMPANY INC
32 DANIEL WEBSTER HIGHWAY SUITE #1
MERRIMACK NH 03054-4859

PRUDENTIAL – CRAIN REALTY
216 DW HIGHWAY SOUTH
NASHUA NH 03062

MR JOHN BERTSON
BROKER
97 SOUTH MAIN STREET
MONT VERNON NH 03057

PRUDENTIAL RE MARSHA ROSTER
633 ELM STREET
MILFORD NH 03055

MR PETER K SMITH
SMITH & COMPANY
60 MAIN STREET SUITE T300
NASHUA NH 03060-2720

CARLSON NORWOOD REAL ESTATE
150 BROAD STREET
NASHUA NH 03063-3214

PROLMAN REALTY INC
100 ELM STREET
NASHUA NH 03060

MR MARTIN TYMOWICZ
C-21 DICK CARDIANAL ASSOCIATES
358 MAIN STREET
NASHUA NH 03060

MR TIMOTHY PAIGE
CAMERON REAL ESTATE
400 AMHERST STREET SUITE 202
NASHUA NH 03063

MR WILLIAM LUERS
TAMPOSI NASH REAL ESTATE GROUP INC
400 AMHERST STREET
NASHUA NH 03063

MR GERALD NASH
THE NASH GROUP
40 TEMPLE STREET
NASHUA NH 03060

MR MARK NASH
MA NASH CONSTRUCTION LLC
40 TEMPLE STREET
NASHUA NH 03060

MR ROBERT WINKLER
ADVANCED REALTY GROUP
PO BOX 26
NEWPORT NH 03773-3029

MR SAMUEL TAMPOSI, JR
TANA PROPERTIES LP
20 TRAFALGAR SQUARE SUITE 602
NASHUA NH 03063

MR MICHAEL H MONKS
SIOR
MONKS & COMPANY INC
2 TOWNSEND WEST
NASHUA NH 03063

MR LAWRENCE RICHARDS
RE/MAX PROPERTIES I
230 AMHERST STREET
NASHUA NH 03063

MR ROBERT BRAMLEY
ROBERT BRAMLEY REAL ESTATE
373 W HOLLIS STREET
NASHUA NH 03060

MR ED BUCZNSKI
ERA MASIELLO GROUP
436 AMHERST STREET
NASHUA NH 03063

MR RICHARD BADGER
BADGER REALTY CORP
PO BOX 750
NORTH CONWAY NH 03860

MR RICHARD BOWKER
DEWOLFE COMPANIES INC
337 AMHERST STREET
NASHUA NH 03063

MS JOY TARBELL
PRUDENTIAL JOY TARBELL REALTY
3277 WHITE MOUNTAIN HIGHWAY - STE #2
NORTH CONWAY NH 03860-5126

MR JIM WARD
EQUITY GROUP
46 NEWPORT RD - STE 103
NEW LONDON NH 03257

MR ED O'HALLORAN
BADGER REALTY
PO BOX 750
NORTH CONWAY NH 03860

MR TOM ANCHOR
TOM ANCHOR C. REALTY
PO BOX 1580
NORTH CONWAY NH 03860

MS WENDY PANARELLO
FAIRWAY REAL ESTATE LLC CD
566 PEMBROKE STREET
PEMBROKE NH 03275

MR WILLIAM JONES
RE/MAX PRESIDENTIAL
3280 WHITE MOUNTAIN HIGHWAY
NORTH CONWAY NH 03860

MR CHARLES KENDRICK
RE/MAX ALLIANCE
176 PLAISTOW ROAD
PLAISTOW NH 03865

MR DONALD RONNING
SUNLITE REALTY CORP
PO BOX 862
PELHAM NH 03076

THE KANE COMPANY INC
135 COMMERCE WAY SUITE 100
PORTSMOUTH NH 03801

BILL MOUFLOUZE REAL ESTATE
PO BOX 6541
PORTSMOUTH NH 03802

G BRANDT ATKINS
NH REAL ESTATE MANAGEMENT & BROKERAGE INC
38 STATE STREET
PORTSMOUTH NH 03801

MR ANDREW FLEISHER
FLEISHER COMMERCIAL REAL ESTATE
60 TAFT ROAD
PORTSMOUTH NH 03801-5755

MR PETER STANHOPE REALTOR
STANHOPE GROUP
500 MARKET STREET SUITE C1
PORTSMOUTH NH 03801

MR DAVID F CHOATE III
COLDSTREAM REAL ESTATE ADVISORS INC.
500 MARKET STREET SUITE 9
PORTSMOUTH NH 03801

MR DAVID LEFEBVRE
SOURCE REAL ESTATE (CD)
PO BOX 1490
PORTSMOUTH NH 03802-1490

MR JOSEPH SHANLEY
JOE SHANLEY REAL ESTATE
PO BOX 467
PORTSMOUTH NH 03802-0467

LEGER REALTY
256 MAIN STREET
RINDGE NH 03461

MS BARBARA WEBBER
30 MAPLEWOOD AVENUE TRUST
C/O PRESIDENTIAL ESTATES/1020 SOUTHERN ARTERY
QUINCY MA 02169

MR WILLIAM CORMIER
HOURIHANE CORMIER & ASSOCIATES
170 SOUTH MAIN STREET
ROCHESTER NH 03867

MR JOEL BERGQUIST
BJA REALTY
3 MONADNOCK RD #9
RINDGE NH 03461

MR PAUL GARABEDIAN
PAUL GARABEDIAN & SONS
179 MAIN STREET
SALEM NH 03079

MR BERGE NALBANDIAN
BERGE'S REAL ESTATE
22 SOUTH BRAODWAY
SALEM NH 03079

MS NETTIE THOMPSON
COLDWELL BANKER WESLEY GROUP
15 ERMER ROAD SUITE 101
SALEM NH 03079

MR HARRY SHEA
SHEA COMMMERCIAL PROPERTIES INC
STILES ROAD, SUITE 204
SALEM NH 03079

MR GREGORY MAZZA
21 LADY LANE
SALEM NH 03079

MR WILLIAM LOOSIGIAN
154 MAIN STREET LLC
PO BOX 2273
SALEM NH 03079

MR CHRISTOPHER B GOODNOW
GOODNOW REAL ESTATE SERVICES
PO BOX 2389
SALEM NH 03079

MR ROBERT W ALLARD
C-21 ALLARD & MERRILL INC
10 SOUTH BROADWAY
SALEM NH 03079

MS MARY BROWN
MF BROWN REAL ESTATE
43 HEIGHTS ROAD
STRATHAM NH 03885

MR LARRY ZAMPIERI
NH REAL ESTATE MANAGEMENT & BROKERAGE INC
350 ROUTE 108 SUITE 210
SOMERSWORTH NH 03878

MR JERRY MCCARTHY
MCCARTHY PROPERTIES
PO BOX 100
WEST WAREHAM MA 02576

MR PAUL SKARIN
PAUL W SKARIN REAL ESTATE
178 YOUNG HILL ROAD PO BOX 675
SUNAPEE NH 03782

SOUTHWIND REALTY INC/COLDWELL BANKER
VILLAGE GREEN MALL
33 INDIAN ROCK ROAD SUITE 1
WINDHAM NH 03087

MR BRUCE WATERS
MCLAUGHRY COMMERCIAL
93 SOUTH MAIN STREET PO BOX 5419
WEST LEBANON NH 03784-5419

MR RALPH VALENTINE
THE VALENTINE GROUP
18 TELO ROAD
WINDHAM NH 03087

CENTURY 21 - NOREAST
58 RANGE ROAD
WINDHAM NH 03087

NEW HAMPSHIRE CHAMBER OF COMMERCE
PO BOX 547
32 CENTRAL AVE
WOLFEBORO NH 03894

MR JOHN WOLTERS
218 JERICHO ROAD LLC
#1 WALL STREET
HUDSON NH 03051

MS. DONNA JEANLOZ
C/O RENOVATOR'S SUPPLY
1 RIVER STREET
MILLER'S FALLS MA 01349

MR. NICK CASTEL
MOUTAIN HIGH MARKETPLACE, LLC
PO BOX 5002-205
NORTH CONWAY NH 03860-5002

MR. MARK A. LACOMBE, CCIM
VICE PRESIDNET INEX PROPERTIES
40 STARK STREET
MANCHESTER NH 03101

MS JEANNIE USHER
43 HAVERHILL ROAD
AMESBURY MA 01913

COUNCILOR RAYMOND BURTON
ROOM 207
107 NORTH MAIN STREET
CONCORD NH 03301

DR. HENRY E. LABRANCHE
TOWN MANAGER
SALEM TOWN HALL
33 GEREMONTY DRIVE
SALEM NH 03079

LLOYD A. DREW
PO BOX 250
INTERVALE, NH 03845

COUNCILOR BEVERLY A. HOLLINGWORTH
ROOM 207
107 NORTH MAIN STREET
CONCORD NH 03301

P&P WHSE STOCK NO. 4405
FORM – P.44
REV. 02/1999, 09/2004

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 27 day of August 2007, by the following parties:

1.1 **The Lessor** (who is hereinafter referred to as the "Landlord") is:
Name: Town of Salem
(if corporation, give full corporate name)
State of Incorporation:
(if applicable)
Business Address: 33 Geremonty Drive
Street Address *(if corporation, give principal place of business)*

Salem	NH	03079	(603) 890-2090
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 Health and Human Services
Address: 129 Pleasant Street
Street Address (*official location of Tenant's business office)*

Concord	NH	03301	(603) 271-4821
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: 35 Geremonty Drive – Lower level
(street address, building name, floor on which the space is located, and unit/suite # of space)

Salem	NH	03079
City	State	Zip

The demise of the premises consists of: Approximately 527 square feet
(give square footage of the leased space, and attach a floor plan as "Exhibit A")
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. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. **Term; Delays; Extensions; and Conditions upon Commencement:**
3.1 **Term:** TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of five year(s), commencing on the 1st day of October, in the year 2007, and ending on the 30th day of September, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

3.2 **Delay in Occupancy:** If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.

3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED ☐
(optional clause, replaces 3.2 above, applicable only if the selection box is marked)
If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as _____ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null And void without recourse to the parties hereto.

3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* No 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.

3.4 Conditions on the Commencement and Extension of Term:
Not withstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions 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, Additional Rent:
4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of $ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of $ See Exhibit B The first such installment to be due and payable on the following date: *(insert month, date and year)* October 1, 2007. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: *(optional escalation, applicable only if the selection box is marked)* ☐ **SELECTED**
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

4.2.1 Tenant's Share of Increased Operating Expenses: The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* _____

4.2.2 Tenant's Share of Increased Taxes: The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)* _____.

4.2.3 Determination of Prorated Share: Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

4.2.4 Procedure for requesting Additional Rent: The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

4.2.5 Rebate or Refund of Rent to the Tenant: If the Landlord receives any rebate, credit or refund of The said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, 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. 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 and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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 clauses below, indicating the selection with an "x")*

☐ The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

OR:

☒ The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following: *(document the utilities not to be provided in the space below, or further define in Exhibit E)*

Tenant solely responsible for telephone and data with direct payment to provider thereof.

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat 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 ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 Use of Premises: The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery of health and human services and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 Maintenance by the Landlord: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "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 shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. 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 Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, 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, the 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 is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if requested by the Tenant.

8.2 Janitorial Services: *(Select one of the options below by marking the appropriate box)*

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto. **OR:**

☐ Janitorial Services shall be the Tenant's responsibility.

8.3 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 fifteen (15) 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 Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 Manner of Work: All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.
9.1.2 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 all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).
9.1.3 The Landlord, 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.

9.2 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. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. Improvements to the Premises: ☐ **Selected** *(applicable only if the "improvements" are to be performed and paid for by the landlord)* The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and 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 as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 Plans, Standard of Work, etc.: All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.
10.1.1 Schedule for Completion: All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

10.2 Landlord's Delay in Completion; Tenant's Options:
10.2.1 Extension of Time for Completion: If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of *(insert number of days the contract shall be extended)* _____ days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least *(insert number of days needed for effective notice)* _____ days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.
10.2.2 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 competed in accordance with Exhibit D, or any other provisions of 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, in which event the rent hereunder shall be decreased by the 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 its' 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:** In accordance with paragraph 3.2 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 shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.

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 of 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 of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand ($250,000.00) per claim and two million ($2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".

    15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)* ☐ **Selected**
    Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.

16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all 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, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the overeign immunity of the State, which immunity is hereby reserved to the State.

17. **Fire, Casualty and Eminent Domain**: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality 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, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:

17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:

17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. 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:

18.1.1 **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:

18.1.2 **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 surrender the Premises to the Landlord, together with 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 and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

20. **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.

21. **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.

22. **Miscellaneous:**

22.1 **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.

22.2 **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.

22.3 **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.

22.4 **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.

22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

22.6 **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.

22.7 **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.

22.8 **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.

22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.

22.10 **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 adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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 Health and Human Services

Anthorized by: *(give full name and title)*
Kevin E. J. Connor, Director of Planning and Management

LANDLORD: *(give name of either the corporation or the individual)* Town of Salem

Authorized by: *(give full name and title)* Henry E. Labranche, Town Manager

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Rockingham
UPON THIS DATE *(insert full date)* August 27 2007, appeared before me *(print full name of notary)* Donna Mae D'Agata the undersigned officer personally appeared *(insert Landlord's signature)* Henry E. Labranche who acknowledged him/herself to be *(print officer's title, and the name of the corporation* Town Manager, Town of Salem, NH 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)*

Donna Mae D'Agata

DONNA MAE D'AGATA, Notary Public
My Commission Expires June 7, 2011

APPROVALS:
For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".
Approved by the Department of Justice as to form, substance and execution:

Approval date: 9/19/07

Approving Attorney:

Approved by the Governor and Executive Council:

Approval date: OCT 17 2007

Signature of the Deputy Secretary of State:

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

EXHIBIT A

Demise of Premises for the Department of Health and Human Services with a total of 527 useable square feet as shown on plan below as highlighted in red hatch marks.

REDACTED

Landlord to provide 6 on-site dedicated parking spaces (as shown on plan above) for the exclusive use of Tenant and Landlord shall keep that number of spaces free, cleared, and usable. The lighting in said parking lot will be adequate to Tenant's standards.

EXHIBIT B

RENTAL SCHEDULE

Term	Dates	Per Square Foot	Monthly	Annual Rent
Year 1	10/01/07 – 9/30/08	$19.29	$847.15	$10,165.80
Year 2	10/01/08 – 9/30/09	$19.29	$847.15	$10,165.80
Year 3	10/01/09 – 9/30/10	$19.29	$847.15	$10,165.80
Year 4	10/01/10 – 9/30/11	$19.29	$847.15	$10,165.80
Year 5	10/01/11 – 9/30/12	$19.29	$847.15	$10,165.80
			Total five-year term:	$50,829.00

ATTACHMENT TO EXHIBIT B
TENTANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

State Fiscal Year	*Month*	*Payment*	*Yearly Total*	*Fiscal Year Total*
2008	10/1/2007	$ 847.15		
	11/1/2007	$ 847.15		
	12/1/2007	$ 847.15		
	1/1/2008	$ 847.15		
	2/1/2008	$ 847.15		
	3/1/2008	$ 847.15		
	4/1/2008	$ 847.15		
	5/1/2008	$ 847.15		
	6/1/2008	$ 847.15		$ 7,624.35
2009	7/1/2008	$ 847.15		
	8/1/2008	$ 847.15		
	9/1/2008	$ 847.15	$ 10,165.80	
	10/1/2008	$ 847.15		
	11/1/2008	$ 847.15		
	12/1/2008	$ 847.15		
	1/1/2009	$ 847.15		
	2/1/2009	$ 847.15		
	3/1/2009	$ 847.15		
	4/1/2009	$ 847.15		
	5/1/2009	$ 847.15		
	6/1/2009	$ 847.15		$ 10,165.80
2010	7/1/2009	$ 847.15		
	8/1/2009	$ 847.15		
	9/1/2009	$ 847.15	$ 10,165.80	
	10/1/2009	$ 847.15		
	11/1/2009	$ 847.15		
	12/1/2009	$ 847.15		
	1/1/2010	$ 847.15		
	2/1/2010	$ 847.15		
	3/1/2010	$ 847.15		
	4/1/2010	$ 847.15		
	5/1/2010	$ 847.15		
	6/1/2010	$ 847.15		$ 10,165.80
2011	7/1/2010	$ 847.15		
	8/1/2010	$ 847.15		
	9/1/2010	$ 847.15	$ 10,165.80	
	10/1/2010	$ 847.15		
	11/1/2010	$ 847.15		
	12/1/2010	$ 847.15		
	1/1/2011	$ 847.15		
	2/1/2011	$ 847.15		
	3/1/2011	$ 847.15		
	4/1/2011	$ 847.15		
	5/1/2011	$ 847.15		

	6/1/2011	$	847.15			$	10,165.80
2012	7/1/2011	$	847.15				
	8/1/2011	$	847.15				
	9/1/2011	$	847.15	$	10,165.80		
	10/1/2011	$	847.15				
	11/1/2011	$	847.15				
	12/1/2011	$	847.15				
	1/1/2012	$	847.15				
	2/1/2012	$	847.15				
	3/1/2012	$	847.15				
	4/1/2012	$	847.15				
	5/1/2012	$	847.15				
	6/1/2012	$	847.15			$	10,165.80
2013	7/1/2012	$	847.15				
	8/1/2012	$	847.15				
	9/1/2012	$	847.15	$	10,165.80	$	2,541.45
Total Rent						$	50,829.00

EXHIBIT C

JANITORIAL SERVICES: *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

Janitorial services to be provided by Landlord as described in Attachment 1.

EXHIBIT C
ATTACHMENT I

STATEMENT OF WORK

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 work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.

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.

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 - 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.

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 State 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.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

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:
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. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. 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.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

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 staff 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. (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.

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.

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. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

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

1-13. 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.

1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.

1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.

1-16. 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 (specifically, Citrus Magic) and sanitary napkins.

1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.

SECTION II
FREQUENCIES OF SERVICE

SERVICE	*DAILY*	*WEEKLY*	*MONTHLY*	*QUARTERLY*	*SEMIANNUALLY*	*ANNUALLY*
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip and rewax 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		
Burned-out lights to be replaced as necessary						
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						
Glass 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 Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Shampoo Carpets with Power Brush				X		

EXHIBIT D

Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

Part I **"Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein.** *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

Alterations shall be provided as specified in the Architectural Barrier-Free Design Committee letter dated May 15, 2007, Exhibit G as directed to the Department of Administrative Services, Bureau of Court Facilities. See also Exhibit D1, site plan depicting renovations to be provided by the Landlord for improved barrier-free access.

Part II **Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows:**
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Indoor Air Quality Program" shall be completed no latter than thirty (30) days after Tenant's occupaney.

No later that thirty (30) days after commencement of the term herein, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord shall submit notarized air testing results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance".

Part III **Improvements, Renovations or New Construction:** *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

Improvements and renovations shall be limited to and defined by those set forth in Part I above.

Part IV **Recycling:** *document whether or not there is a readily accessible community-recycling program the leased premises will utilize*

Tenant shall use any recycling services that are economically feasible and become readily available during the term.

EXHIBIT D1

REDACTED

EXHIBIT E
SPECIAL PROVISIONS

The parties' agreement concerning modifications (if any) to the foregoing standard provisions of this lease are set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

1. State of New Hampshire
Department of Health and Human Services
Office of Business Operations

Lease Addendum
Special Provisions

- Additional payments may be made to the Landlord by the State as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to $1,000.00 per event, not to exceed a maximum of $5,000.00 per year, subject to the mutual agreement of both the Landlord and the State, and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

2. Required Property Management

- Provide assurances that the Landlord will employ and identify a full time professional property manager or management team.

- Provide Tenant with a 24hour emergency response telephone number and contact person(s).

3. Maintenance and Repair of Broken Glass

- Landlord must replace any and all structurally damaged or broken glass 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 glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

4. Maintenance and Repair of HVAC

- Landlord must 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, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must provide a back-up source of HVAC to accommodate the Tenant until the deficiency is remedied.

5. Leasehold Improvement Communication/Coordination

- Landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

6. Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

- The "List of Parties Excluded From Federal Procurement or Nonprocurement Programs" was reviewed and the Landlord was not on the list (see the attached search results).

EXHIBIT F

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Town of Salem *Member Number:* 071-122786 - 08	*Companies Affording Coverage (the "Companies"):* Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Workers' Compensation Trust, LLC P.O. Box 617, Concord, NH 03302-0617

Coverage (Occurrence basis only)	*Effective Date (mm/dd/yy)*	*Expiration Date (mm/dd/yy)*	*Limits (subject to applicable NH statutory limits)*	
☑ General Liability (Member Agreement Section III.A)	7/1/2007	6/30/2008	Each Occurrence	$ 2,000,000
			General Aggregate	$
			Personal & Adv Injury	$
			Med Exp (any one person)	$
			Products –Comp/Op Agg	$
			Fire Damage (each fire)	$
☑ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Other _____	7/1/2007	6/30/2008	Each Occurrence	$ 2,000,000
			Bodily Injury (per person)	$
			Bodily Injury (per accident)	$
			Property Damage (per accident)	$
☑ Excess Liability	7/1/2007	6/30/2008	Each Occurrence	$
			Aggregate	$ N/A
☑ Property (All Risk including Theft) (Member Agreement Section I)Deductible: $1,000	7/1/2007	6/30/2008		$Per scheduled limits and Member Agreement
☐ Workers Compensation (Coverage A) Employers' Liability (Coverage B)			☐ Statutory / Cov. A	
			Each Accident / Cov. B	$ 1,000,000
			Disease – Each Employee	$ 1,000,000
			Disease – Policy Limit	$ 1,000,000

Description: Proof of Coverage on Courthouse building located at 35 Geremonty Drive

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

☐ **Additional Covered Party** ☐ **Loss Payee, as his, her or its interests appear**

Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*

Certificate Holder:	**Companies**	*Please direct inquiries to:*
State of New Hampshire 129 Pleasant Street Concord NH 03301-3857	**By:** Debra A. Lewis Authorized Representative **Date Issued:** 6/5/2007	Debra A. Lewis *603.226.4481*

**Terms in quotes are defined in the Member Agreement.*

EXHIBIT G

STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE DESIGN COMMITTEE

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

David Gleason, Chair
Karle McKinster, Vice Chair
Cheryl L. Killam, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free] Voice or TTY
(603) 271-2837 FAX

Direct Line (603) 271-4177
Email: cheryl.killam@nh.gov
Website: www.nh.gov/disability/abcommittee.html

May 15, 2007

To The Honorable Governor John Lynch and Members of the Executive Council:

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Administrative Services, Bureau of Court Facilities, Salem District Court
Location: 35 Geremonty Drive, Salem, NH 03079
Lessor. Town of Salem, 33 Geremonty Drive, Salem, NH 03079
Term: July 1, 2007 – June 30, 2010 with ONE Two-Year Extension

Background:
On July 3, 1997, the Architectural Barrier-Free Design Committee letter of recommendation regarding the lease renewal for Salem District Court stated that the Committee "CANNOT recommend that this lease renewal be approved, because adequate information was not provided by Administrative Services to assure us that it is an accessible location" and requested that the following conditions be met:

a. *Install one more Accessible parking space at the rear of the building, providing the complying "Van Accessible" space.*
b. *Install raised letter and Braille signage at all permanent signs.*
c. *Correct exterior signage to make it clear that people with disabilities may enter through the rear of the building.*
d. *Provide lever hardware on all doors in the accessible route of travel.*
e. *Renovate the accessible restrooms and entrances to provide enough space for people in wheelchairs to pass through and use the facilities. These renovations must comply with the ADA Accessibility Guidelines.*

On December 17, 1997, the Governor and Executive Council acted as follows: *Item #33C - Authorized retro-active lease with the Town of Salem in the amount of $21,488.43 per month, to commence on July 1, 1997 through June 30, 2002 to cover office and courtroom space located on 35 Geremonty Drive, Salem, NH.*

On June 25, 2003, the Governor and Executive Council acted as follows: *Item #41 - Authorized Bureau of Court Facilities to enter into a four-year lease agreement with the Town of Salem, NH, covering office and courtroom space located on Geremonty Dr, Salem, NH, in an amount of $1,202,193.30. (2)Further.Authorized to waive compliance with RSA 10: B, the non-budgeted financial burden imposed on the State to test and comply with RSA 10: B in obtaining a clean air certificate is beyond the resources of this agency. Effective July 1, 2003 through June 30, 2007. 100% Other.* The AB Committee was not involved in this process.

Since 1988 (and in 1995, 1997, and 1998) the Committee has repeatedly informed the Governor and Council and the Bureau of Court Facilities [Administrative Services] of the accessibility deficiencies. Cheryl Killam, Accessibility Specialist visited this courthouse and reported her findings to Chief Justice Broderick and Administrative Services in January 2005.

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **Lease Renewal** for 21,480 square feet of space **be approved, <u>with the following conditions</u>:**

<u>Tenant and Landlord</u>:

1. All renovations must be completed in compliance with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI-98 citations), the State Building Code (IBC 2000 and NFPA 101 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **Renovation plans shall be submitted for approval by the** local authority having jurisdiction (**i.e. the Building Inspector).**

<u>Landlord</u>

Within sixty (60) calendar days after the commencement of the Term:

2. At the entry to the courthouse, attached to the same post for the "No Parking" sign on the right, **install a sign that reads "Accessible Parking and Entrance in Lower Lot"** with an arrow pointing to lower level. This sign shall also display the International Symbol of Accessibility – the wheelchair symbol.
3. Per Exhibit D, eliminate the side level "accessible" parking spaces by removing the parking signs and paint on the pavement, and eliminate the access aisles by removing the striped lines on the pavement. Re-designate these spaces as standard parking spaces.
4. Replace the "Do Not Enter" signs at the entry to the lower parking lot with signs with the wheelchair symbol that read **"Accessible Parking and Entrance - Lower Lot"** with arrows pointing to lower level. Remove the "Handicapped Entrance" and "Van Accessible" signs.

<u>Lower Level Parking Lot</u>

5. Eliminate the two existing "Van-Accessible" parking spaces by removing the signs and paint on the pavement. Re-designate these spaces as standard parking spaces.
6. **Provide two (2) "Van-Accessible" parking spaces and two (2) standard accessible parking spaces** in the location as designated in the Exhibit D Site Plan and in compliance with ANSI 502.
   a. Each parking space must be at least 96 inches wide in compliance with ANSI 502.2.
   b. Between the two van-accessible spaces there must be one access aisle that is at least 96 inches wide; between the two standard accessible spaces there must be one access aisle that is at least 60 inches wide, in compliance with ANSI 502.3.1.
   c. Directly in front of each of these new parking spaces, install a parking sign (with the wheelchair symbol) mounted on a post so that the bottom of sign is at least 60 inches above the ground, in compliance with ANSI 502.6 and NH RSA 265:73-a.

7. **Provide an accessible route from the two new access aisles to the sidewalk** in compliance with ANSI 502.3* by lowering the sidewalk and, at the front of each access aisle, by installing a **curb ramp** in compliance with ANSI 406.

***502.3 Access Aisle.** Access aisles serving parking spaces shall comply with Sections 502.3.1 through 502.3.3. Parking access aisles shall be part of the accessible route to the building or facility entrance and shall comply with Section 402. Two parking spaces shall be permitted to share a common access aisle.

- **502.3.1 Width.** Access aisles serving car parking spaces shall be 60 inches wide minimum. Access aisles serving van parking spaces shall be 96 inches wide minimum.
- **502.3.2 Length.** Access aisles shall extend the full length of the parking spaces they serve.
- **502.3.3 Marking.** Access aisles shall be marked so as to discourage parking in them.

Lower Level Entrance

8. **Repair the exterior threshold** at the accessible rear entrance in compliance with Exhibit D and 405.2.5.
9. **Install a new sign** (with the wheelchair symbol) to the right of the right exterior door at the accessible rear entrance that reads "Accessible Entrance." This sign should be mounted so that the center of the sign is at 60 inches above the ground surface.
10. Inside the vestibule, on the right side of the right interior door, **replace the paper sign** with a permanent sign, with an arrow pointing to the right that reads "Intercom - Press Button for Entry."
11. From the interior and on the left side of the left door, **install a new sign**, with an arrow pointing to the left that reads "Intercom - Press Button for Exit."

Tenant

Within one hundred twenty (120) calendar days after the commencement of the Term:

12. Because the **counter for the Clerk of the Court** is at a height of 42 inches, lower a portion of this counter for a minimum of 36 inches in length to provide an accessible counter, in compliance with ANSI 902 and Exhibit D.
13. On both floors, install braille and raised characters beneath each of the **elevator lobby control buttons** and in the hoistway jambs, in compliance with ANSI 407.2.4, 407.2.11 and Exhibit D.

Upper Level

Courtrooms One and Two

14. **Replace the existing double-leaf doors** *(two doors, side-by-side)* **with one door**, in compliance with ANSI 404, or install door openers in compliance with ANSI 404.3.
    In the open position, the clear width of at least one active door leaf must be 32 inches minimum.
15. **Remove the second set of double doors** to provide sufficient clear floor space per ANSI 404.2.6 and Exhibit D.
    Two Doors in a Series (two side-by-side doors followed by another set of side-by-side doors) require a minimum of 48 inches for maneuvering space between each set of doors. Because of not having enough space between the doors, a person using a wheelchair will get trapped between the doors, requiring assistance to enter/exit the courtroom.
16. **Provide the minimum clear area for accessible seating in the spectator sections** by removing portions of two benches in each section, in compliance with ANSI 305 and Exhibit D.
17. Because the existing witness stands cannot be lowered, **provide a mobile and accessible witness stand per Exhibit D.**

18. **Women's Restroom - Lower Level:**
    a. Because there are horn/strobe alarms in the building, install a horn/strobe alarm in compliance with ADAAG 4.28 and ANSI 702.
    b. Insulate the pipes beneath both sinks, in compliance with ANSI 606.6.
    c. Relocate the existing soap dispensers in compliance with ANSI 308 and 309 and Exhibit D.
    d. Lower the smaller mirror that is mounted on the wall to the side of the lavatory so that the bottom of the reflective edge is no higher than 40 inches above the floor, in compliance with ANSI 603.3.
       Currently the bottom edge is 43 inches above the floor.

e. **For the accessible stall**
   i. Remove the cover to the toilet seat because it makes it difficult to operate the flush control.
   ii. Relocate the toilet paper dispenser so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 – 48 inches above the floor per Exhibit D and in compliance with ANSI 604.7.
   iii. Relocate the sanitary napkin disposal container so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 – 48 inches above the floor in compliance with ANSI 309.
   iv. Install door handles on both sides of the stall door.

19. <u>Men's Restroom - Lower Level:</u>

a. Because there are horn/strobe alarms in the building, install a horn/strobe alarm in compliance with ADAAG 4.28 and ANSI 702.
b. Insulate the pipes beneath the sink, in compliance with ANSI 606.6.
c. Lower the smaller mirror that is mounted on the wall to the side of the lavatory so that the bottom of the reflective edge is no higher than 40 inches above the floor, in compliance with ANSI 603.3.
d. **For the accessible stall**
   i. Relocate the toilet paper dispenser so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 – 48 inches above the floor per Exhibit D and in compliance with ANSI 604.7.
   ii. Modify the flush control so that it is located on the room side of the toilet, in compliance with ADAAG 4.16.5 or install an automatic flush control.
   iii. Install door handles on both sides of the stall door.

20. <u>Women's Restroom - Courtroom Level:</u>

a. Install a sign with raised characters and braille, mounted on the wall adjacent to the latch side of door, with the sign being 60 inches on center from the floor, in compliance with ANSI 703 and ADAAG 4.30.
b. Remove the interior door to provide sufficient clear floor space per ANSI 404.2.6.
   Two Doors in a Series (one door followed by another door) require a minimum of 48 inches for maneuvering space between each set of doors. Because of not having enough space between the doors, a person using a wheelchair will get trapped between the doors, requiring assistance to enter/exit the restroom.
c. Because there are horn/strobe alarms in the building, install a horn/strobe alarm in compliance with ADAAG 4.28 and ANSI 702.
d. Insulate the pipes beneath both sinks, in compliance with ANSI 606.6.
e. Lower the smaller mirror that is mounted on the wall to the side of the lavatory so that the bottom of the reflective edge is no higher than 40 inches above the floor, in compliance with ANSI 603.3.
   Currently the bottom edge is 43 inches above the floor.
f. **For the accessible stall**
   i. Relocate the toilet paper dispenser so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 – 48 inches above the floor per Exhibit D and in compliance with ANSI 604.7.
   ii. Install door handles on both sides of the stall door.

21. **Men's Restroom - Courtroom Level:**
   a. Install a sign with raised characters and braille, mounted on the wall adjacent to the latch side of door, with the sign being 60 inches on center from the floor, in compliance with ANSI 703 and ADAAG 4.30.
   b. Remove the interior **door** to provide sufficient clear floor space per ANSI 404.2.6.
      Two Doors in a Series (one door followed by another door) require a minimum of 48 inches for maneuvering space between each set of doors. Because of not having enough space between the doors, a person using a wheelchair will get trapped between the doors, requiring assistance to enter/exit the restroom.
   c. Because there are horn/strobe alarms in the building, install a horn/strobe alarm in compliance with ADAAG 4.28 and ANSI 702.
   d. Insulate the pipes beneath the sink, in compliance with ANSI 606.6.
   e. Lower the smaller mirror that is mounted on the wall to the side of the lavatory so that the bottom of the reflective edge is no higher than 40 inches above the floor, in compliance with ANSI 603.3.
      Currently the bottom edge is 43 inches above the floor.
   f. **For the accessible stall**
      i. Relocate the toilet paper dispenser so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 – 48 inches above the floor per Exhibit D and in compliance with ANSI 604.7.
      ii. Modify the flush control so that it is located on the room side of the toilet, in compliance with ADAAG 4.16.5 or install an automatic flush control.
      iii. Install door handles on both sides of the stall door.

22. For the **water fountains**, install fixed rubber mats to provide a touch-on-cane detectable warnings for protruding objects, in compliance with Exhibit D.

This recommendation is based upon site-surveys completed by Mary Belecz, Administrator, Bureau of Planning and Management, and Cheryl Killam, Accessibility Specialist, Governor's Commission on Disability, and the assurances of the leasing agencies' ADA Coordinator that this facility will be accessible upon completion of the conditions as listed and of Exhibit D renovations.

With the exception of the Tenant Conditions 12 - 22, if future inspections prove that areas of non-compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the **Architectural Barrier-Free Design Committee**:

David Gleason, Chair

clk
cc: - Mary Belecz, Administrator, Bureau of Planning and Management

Salem District Court 051507

CERTIFICATE FOR MUNICIPALITIES

I, *(insert name)* Barbara M. Lessard, of *(insert Municipality name)* Salem NH, Do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of *(insert name of State)* New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: *(insert meeting date)* March 19, 1994

   RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Dept. of Health + Human Services providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, *(document the title of the official authorizing the contract, and document the name of the individual filling that position)* Town Manager, Henry E. LaBranche, on behalf of this Municipality, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary , desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

   RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:
5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, an d remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: *(fill n the appropriate names of individuals for each titled position)*

   Municipality Mayor: N/A
   Municipality Clerk: Barbara Lessard
   Municipality Treasurer: John Sytek

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: *(insert date of signing)* August 27, 2007

Clerk/Secretary *(signature)* Barbara M. Lessard

In the State and County of: *(State and County names)* New Hampshire Rockingham County

NOTARY STATEMENT: As Notary Public ~~and/or Justice of the Peace~~, REGISTERED IN THE STATE OF: NH, COUNTY OF: Rockingham UPON THIS DATE *(insert full date)* Aug. 27, 2007, appeared before me *(print full name of notary)* Donna Mae D'Agata, the undersigned officer personally appeared *(insert officer's name)* Barbara Lessard who acknowledged ~~him~~/herself to be *(insert title, and the name of municipality)* Town Clerk, Town of Salem NH and that being authorized to do so, ~~he~~/she executed the foregoing instrument for the purposes therein contained, by signing by ~~him~~/herself in the name of the Municipality.

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

Donna Mae D'Agata

DONNA MAE D'AGATA, Notary Public
My Commission Expires June 7, 2011

CERTIFICATE OF AUTHORITY

I, Barbara M. Lessard, Town Clerk of Salem, New Hampshire do hereby certify that:

At the Town Meeting held on March 19, 1994, the Town voted to give the Selectmen indefinite authority to accept and expend Federal and State grants in accordance with RSA 31:95b and to enter into a contract with the New Hampshire Department of Environmental Services, Waste Management Division, for Household Hazardous Waste Collection.

Under the authority of NH RSA 37:6, the Town Manager is granted the authority to sign contracts for the Town of Salem.

In witness whereof, I have hereunto set my hand as the Town Clerk of Salem, New Hampshire, on this 27 day of Aug., 2007.

Barbara M. Lessard

Barbara M. Lessard, Town Clerk

NOTARIZATION

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 27 day of Aug, 2007, before me Donna Mae D'Agata, the undersigned officer, personally appeared Barbara M. Lessard, who acknowledged herself to be the Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness hereof, I hereunto set my hand and official seal.

Donna Mae D'Agata

Notary Public/~~Justice of the Peace~~

Commission Expires: June 7, 2011

DONNA MAE D'AGATA, Notary Public
My Commission Expires June 7, 2011

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