

RM

4493



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner
 Bob Mullen
 Director

July 18, 2014

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a **retroactive** six-month hold over amendment with Ronald and Donna Olszak (VC# 202134), 717 Mayhew Turnpike, Bridgewater, NH 03222, by increasing the lease amount by \$4,490.28 from \$44,915.36 to \$49,405.64 for the purpose of the continued provision of probation/parole district office space upon Governor and Executive Council approval, effective for the period of August 1, 2014 through January 31, 2015. 100% General Funds

Funding is available in account, District Offices: 02-46-46-464010-8302-022-500248 as follows:

Original Laconia DO Lease:				
Account:	Description:	SFY 10-14	SFY 15	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	44,166.98	748.38	44,915.36
Laconia DO Extension Agreement:				
Account:	Description:	SFY 14	SFY 15	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	-	4,490.28	4,490.28
Lease Amount SFY:		44,166.98	5,238.66	49,405.64
Total Manchester DO Lease:				\$ 49,405.64

EXPLANATION

This six-month hold-over lease amendment is **retroactive** due to administrative delays. The NH Department of Corrections is seeking approval to enter into a hold-over amendment of up to six-months commencing August 1, 2014 and ending no later than January 31, 2015 providing continued rental of the current Division of Field Services probation/parole district office space consisting of approximately 949 square feet, located at 314 South Main Street, Laconia, NH. The hold-over term with the current landlord will provide additional time for the intended replacement lease to be finalized and receive all required

approvals; it will also provide the Department of Corrections the right of early termination in the event the intended replacement leased location is ready prior to the amendments scheduled termination date.

The original lease, which was approved by Governor and Executive Council on July 15, 2009, Item # 32, was procured competitively in accordance with all State requirements and provides a "net lease" rate of \$9.46 per square foot, \$8,980.56, annually, prorated to a monthly rent of \$748.38, which will remain the same during the amended term, not to exceed \$4,490.28. The monthly net lease rate does not include electrical (heat & air conditioning), water and sewer utilities and janitorial services.

Approval of the enclosed lease will allow the Division of Field Services to continue providing Probation and Parole services to the Lakes Region area; your positive consideration is therefore requested.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

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

DATE: July 25, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Corrections, P.O. Box 1806, Concord, NH 03302

LESSOR: Ronald and Donna Olszak, 717 Mayhew Turnpike, Bridgewater NH 03222

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term occupancy at Correction's current Laconia Probation and Parole office comprised of 949 square feet of 1st floor space located at 314 South Main Street, Laconia NH. During the extended term Correction's will complete the lease submittal process for the proposed replacement space for this office.

TERM: Up to Six (6) months: retroactively commencing July 31, 2014, expiring no later than January 31, 2015. Tenant has the right to early termination with 30 days advance written notice

RENT: The current rate of approx. \$9.46 per square foot which is \$8,980.56 annually shall remain unchanged (0% escalation) for the extended term, payable as \$748.38 monthly; **Total Six-Month Rent: \$4,490.28**

JANITORIAL: Tenants additional expense approx. \$1,044 (\$1.10 SF) annually

UTILITIES: Tenants additional expense: approx \$9,376 (\$9.88 SF) annually
Six-month total: \$10,420 (\$10.98 SF) annually /2 = \$5,210

TOTAL: \$4,490.28 rent + approx. \$5,210 jan/utilities = \$9,700.28 (\$20.44 SF)

PUBLIC NOTICE: Sole-Source amendment of current lease however subsequent renewal or new lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended 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 by:
Bureau of Planning and Management

Mary Belec, Administrator II

Approved by:
Department of Administrative Services

Michael Connor, Deputy Commissioner

AMENDMENT

This Agreement (the "Amendment") is dated, July 9, 2014 and is by and between the State of New Hampshire acting through the Department of Corrections, (the "Tenant") and Ronald and Donna Olszak, (the "Landlord") 717 Mayhew Tpke., Bridgewater NH 03222.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 949 square feet of 1st floor suite #2 space located at 314 South Main Street, Laconia NH which was first entered into on June 6 2009 and approved by the Governor and Executive Council on July 15, 2009, #32 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 Tenant intends to vacate the Premises however a "holdover term" with the Landlord is needed to provide additional time while the intended replacement lease is finalized and submitted for all required approval to authorizing parties, and;

The Tenant will need up to six (6) months to complete such processes however the Agreement expires 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 therefore agreeable to providing such delay;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the agreement 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, July 31, 2014 is hereby amended to terminate up to six (6) months thereafter, January 31, 2015. During the amended Term the Tenant shall have the option to terminate this agreement early for any purpose; in such instance the Landlord shall be served written notice of the date Tenant has set for early termination at least thirty (30) days in advance of the date. In the instance of early termination resulting in less than an entire month of rent being due, the rent due for the balance number of days shall be prorated to a daily rate and paid to the Landlord no later than thirty (30) days after the Premises are vacated.

Initials: RO DO
Date: 7-9-14

4.1 Rent: The current annual rent of \$8,980.56 which is approximately \$9.46 per square foot will remain the same during the amended term, prorated to a monthly rent of \$748.38 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable August 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The total amount of rent to be paid under the terms of this agreement shall not exceed six (6) months which is \$4,490.28.

15 Insurance: Paragraph 15 of the Agreement is deleted and replaced with the following paragraph:

During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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: PO JO
Date: 7-9-14

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

TENANT: State of New Hampshire Department of Corrections

Date: 7/14/14

By: [Signature]

LANDLORDS: Ronald Olszak & Donna Olszak

Date: 7-9-14

By: [Signature] Donna Olszak

Acknowledgement: State of New Hampshire, County of Grafton.

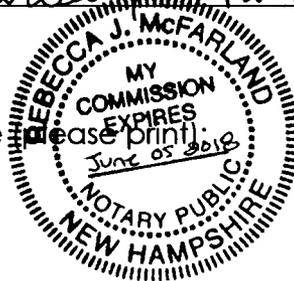
On (date) 7-9-14, before the undersigned officer, personally appeared Ronald Olszak and Donna Olszak, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Rebecca J. McFarland

Commission expires: June 05, 2018 Seal:

Name and title of Notary Public or Justice of the Peace:

Rebecca J. McFarland.



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

By: M. K. Bryson, Assistant Attorney General, on 7/14/14.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2014

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 Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818	CONTACT NAME: Kathryn Ela PHONE (A/C, No, Ext): (603) 447-5123 E-MAIL ADDRESS: kathy@infingerinsurance.com	FAX (A/C, No): (603) 447-5126
	INSURER(S) AFFORDING COVERAGE	
INSURED Ronald & Donna Olszak 717 Mayhew Turnpike Bridgewater NH 03222	INSURER A: Acadia Insurance Group, LLC NAIC # 31325	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1461671761 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BOA0376188-13	2/3/2014	2/3/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LRO

CERTIFICATE HOLDER mbelecz@nh.gov State of New Hampshire Department of Corrections 105 Pleasant Street PO Box 1806 Concord, NH 03302-1806	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 Nate Infinger/KTE
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

July 1, 2009

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

G & C
Pending 7-15-2009
Approved 7-15-2009
Iter 32

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a lease agreement with Ronald and Donna Olszak (VC TBA) of Bridgewater, NH, for office space located at 314 South Main Street, Laconia, NH, for a total amount not to exceed \$44,915.36 for the purposes of housing a Probation/Parole District Office for the term beginning July 15, 2009 through July 31, 2014 . Effective upon Governor and Executive Council approval. 100% General Funds

Funding is available from account, District Offices, as follows with the authority to adjust encumbrances in each of the State fiscal years through the DAS Budget Office if needed and justified. Funding for SFY2012 through SFY2015 is contingent upon the availability and continued appropriation of funds.

Account	Description	Amount	SFY
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$9,608.00	SFY2010
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$8,322.45	SFY2011
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$8,530.47	SFY2012
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$8,743.75	SFY2013
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$8,962.31	SFY2014
010-8302-022-0248	District Offices - Rent to Owners Not State Space	\$748.38	SFY2015
Total Lease Amount		\$44,915.36	

Rental Schedule

Year	Lease Dates Approx.	Sq Ft Cost	Monthly Rent	Annual Rent	Approx. % Increase Per Year
1	August 1 2009 – July 31 2010	\$8.57	\$678.00	\$8,136.00	
2	August 1 2010 – July 31 2011	\$8.79	\$694.95	\$8,339.40	2.50%
3	August 1 2011 – July 31 2012	\$9.00	\$712.32	\$8,547.84	2.50%
4	August 1 2012 – July 31 2013	\$9.18	\$730.13	\$8,761.56	2.50%
5	August 1 2013 – July 31 2014	\$9.46	\$748.38	\$8,980.56	2.50%
Total Rent for Five-Year Term:				\$42,765.36	
August 2009 One-Time Payment for Renovations				\$2,150.00	
Total Lease				\$44,915.36	

EXPLANATION

As a result of the closure of the Lakes Region Facility in Laconia, NH, the NH Department of Corrections, Division of Field Services Laconia Probation/Parole District Office needed to relocate to another venue in order to meet with offenders that remain under supervision within the surrounding communities.

This agreement is for the lease of approximately 949 square feet of space at an initial rate of \$8.57 per square foot, which is to be increased incrementally by 2.5% per year beginning on August 1, 2010 and every year thereafter through July 31, 2014 with a maximum rate not to exceed \$9.46 per square foot.

The following is provided in accordance with Administrative Rule 610.15 (13) paragraph f:

The approximate additional cost for Cleaning / Janitorial services and all costs associated with these services are estimated at \$87.00 per month, the approximate additional costs for electrical utilities (including heat and air conditioning) is estimated to be \$267.00 per month, and the approximate additional costs for water and sewer utilities is estimated to be \$27.00 per month. These additional costs in total are estimated to be \$381.00 per month. There is also an additional one time cost of \$2,150.00 that will be paid as a one time payment to the Lessor no later than thirty (30) days after the renovations have been successfully completed. These renovations are estimated to be completed prior to August 1, 2009. The sum of these additional expenses for the entire lease term is estimated to be \$24,926.00.

The following is in accordance with Administrative Rule 610.15 (14)

- b. There will be 5 staff positions occupying this rented location.

The Office of the Attorney General and the Department of Administrative Services, Bureau of Planning and Management has reviewed and approved this lease term extension agreement.

This lease is the result of an RFP advertised and administered by the Department of Administrative Services, Bureau of Planning and Management. The Bureau of Planning and Management advertised the RFP on the DAS Purchase and Property website and in the Laconia Citizen. The Bureau of Planning and Management received four (4) inquiries of interest, one (1) decided not to bid. Out of the three (3) other potential properties Ronald and Donna Olszak provided a proposal that would suit the Department's needs, budgetary requirements and was the lowest price.

Respectfully Submitted,



William L. Wrenn
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

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CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964**

**William L. Wrenn
Commissioner
Bob Mullen
Director**

**NH DOC Division of Field Services – Laconia District Office
Laconia Area Lease for Office Space
Bidders List**

Ronald and Donna Olszak (Lowest Proposal)

Space Location:
314 South Main Street
Laconia, NH 03246
\$8,136 annual + \$4,555 estimated utilities and janitorial
Plus one-time payment of \$2,150 for build to suite.

Bill Seed

Space Location:
102 Court Street
Laconia, NH 03246
\$15,848 annual + utilities and janitorial (not calculated, rent out of budget range)
Plus ½ year Rent for Renovations (\$7,924)

Bean Group

Space Location:
43 Gilford East Drive, Unit 3
Gilford, NH 03249
\$15,384 annual + utilities and janitorial (not calculated, rent out of budget range)
No Renovations Included in the Cost, Estimate for Renovations Not Provided.

Section D
The Citizen of Laconia

Friday, April 17, 2009
Monday-Friday, 8 a.m. - 5 p.m.

Marketplace

Mastercard, Visa, Discovery & Amex accepted

171 Fair Street, Laconia 524-3801 or 1-800-564-3806

In this section:
Classifieds, Advs
Puzzles & Comi

Announcements

18 Mortgage Foreclosure 18 Mortgage Foreclosure

NOTICE OF POSTPONEMENT OF MORTGAGEE'S SALE

The mortgagee's foreclosure sale advertised by LACONIA SAVINGS BANK, a New Hampshire Savings Bank having a place of business and mailing address at 62 Pleasant Street, Laconia, New Hampshire 03246, as a holder of two mortgage deeds from ERIC G. MATSON and HEATHER A. MATSON, dated July 18, 2009, recorded July 28, 2003 in the Grafton County Registry of Deeds at Book 2259, Page 0148 and dated February 20, 2009, recorded March 3, 2009 in the Grafton County Registry of Deeds at Book 3494, Page 0908, scheduled to be held on January 7, 2009 at 2:00 o'clock in the afternoon, subsequently postponed to March 18, 2009, on the premises located at 56 Country Lane Compton and North Grafton Road, Grafton County, New Hampshire, is hereby further postponed to April 24, 2009 at 10:00 o'clock in the morning.

For reference, see legal publication published in the Laconia Citizen on December 16, 23 & 30, 2008.

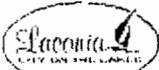
For further information, contact Attorney Peter J. Minkow, PO Box 235 Meredith, New Hampshire 03253.

Dated: March 12, 2009.

LACONIA SAVINGS BANK
BY Its Attorneys
Minkow & Mahoney Mullin, P.A.
c/o Peter J. Minkow, Esq.
5 Stevens Ave., Suite J
Meredith, NH 03253
(603) 279-4511

Published April 17, 2009

18 Request for Bids 18 Request for Bids



CITY OF LACONIA REQUEST FOR BIDS

SEWER DRAIN CASTINGS #0904-09

The City of Laconia is requesting bids for sewer and drain castings. Complete bid packages can be obtained at the City of Laconia Purchasing Office located at Laconia City Hall, 45 Beacon Street East, Laconia, NH 03246. Bids must be submitted on the specified bid sheets in a sealed envelope marked "SEWER AND DRAIN CASTINGS BID". Bids are due at the previously mentioned address no later than April 20, 2009 at 2:00 PM, at which time and place they will be opened and read aloud. Questions regarding this bid can be directed to Jonathan Gardner, Purchasing Specialist, at 603-524-3877 or gardner@city.laconia.nh.us

The City of Laconia reserves the right to accept or reject any and all bids or any part thereof, to waive any formality in the bidding process, and to accept the bid considered to be in the best interest of the City. Failure to submit all information called for may be sufficient grounds for disqualification. The City may cancel this request at any time for any reason.

JUMBLE THAT SCRAMBLED WORD GAME
Unscramble these fun Jumbles, one letter to each square, to form four ordinary words.

ARCTT

17 Public Notice 17 Public Notice

PUBLIC NOTICE (Abbreviated Version for publication)

Wanted to rent in the Laconia area for a 5-year term commencing no later than July 1, 2009, approx. 800 to 1,200 square feet of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as a Probation and Parole office. The space offered must meet or be renovated to meet the State's programmatic specifications, which must be reviewed in advance of responding to this solicitation. To obtain a copy of these specifications, please contact Mike Modeller, Department of Corrections, Division of Field Services, 100 Pleasant Street, Concord, NH 03301. Alternatively to obtain the specifications call (603-271-5932) or email (mmodeller@ndos.state.nh.us) or log onto the State's central lease WEB site at <http://admin.state.nh.us/leas/index2.asp>. All "letters of interest" submitted in response to this solicitation must be received by 4:00 PM on Friday May 1, 2009 at the address given above. The State of NH reserves the right to accept or reject any or all proposals.

17 Public Notice 17 Public Notice

Public Notice 2009 Public Health Mosquito Control Program

West Nile Virus and Eastern Equine Encephalitis

A health-related community mosquito control program will begin on April 20, 2009 in the Town of Moultonborough. Larval mosquitoes will be controlled in areas such as marshes, red maple swamps, wooded ponds, flooded fields, roadside ditches, flooded stormwater basins and other similar stagnant bodies of water. Mosquito larvae found in street and parking lot catch basins will also be controlled. Areas with storm water (streams, rivers) or deep waters (ponds, lakes) typically do not support mosquito breeding and will not be treated. The primary control agents will be biocontrol (larvicide called Vectobac) (BT) and Vectoac (Bt). Applications to control mosquito larvae will continue as needed until November 30, 2009. Control Agents will only be applied where larvae of these vector species are collected.

Town officials may decide to complete emergency burn or insecticide (killing) applications to parks, school fields, schools, and other public areas should a public health emergency arise.

Persons not wishing their properties treated should contact (in writing) Moultonborough Board of Selectmen, PO Box 130 Moultonborough, NH 03254. Municipal Pest Management Services, Inc. can be contacted directly at 10 Oak Terrace Keeney, ME 05074. Otherwise, properties may be treated if necessary. Information on biological control agents, insecticides, and likely to be sprayed or any potential hazards is available upon request to Municipal Pest Management Services, Inc. at 602-451-0100 or 602-451-0101. Municipal Pest Management Services, Inc. will provide mosquito control services for the Town of Moultonborough in 2009. Michael Mowen, Entomologist.

17 Public Notice 17 Public Notice

Alton School District KINDERGARTEN REGISTRATION

For 2009-2010 School Year

Alton School District will hold registration and screening for all children who will be entering kindergarten for the 2009-2010 school year. Registration will take place on Thursday, May 14, 2009 and Friday, May 15, 2009 at Alton Central School, between the hours of 8:30am and 3:00pm. Screening is by appointment only and registration materials are required.

Registration packets have been mailed to all parents who have kindergarten aged students per Town Hall records. If you did not receive a packet and have a child who will be five years on or before September 30, 2009, please call Alton Central School and speak with Sharon Guild (875-0398) as soon as possible.

17 Public Notice 17 Public Notice

ADVERTISEMENT FOR BIDS TERMINAL APRON REHABILITATION FOR THE LACONIA MUNICIPAL AIRPORT NHPRECOVERY

GILFORD, NEW HAMPSHIRE SBG-STATE BLOCK GRANT PROJECT NO. 06-02-2006

Owner: City of Laconia, New Hampshire

Sealed proposals for Terminal Apron Rehabilitation Laconia Municipal Airport located in Gilford, New Hampshire, will be received by the Airport Manager, Laconia Municipal Airport, 66 Aviation Drive, Gilford, New Hampshire until 1:00 PM prevailing time, May 6, 2009 at which time they will be publicly opening and read aloud.

18 Request for Bids 18 Request for Bids 18 Request for Bids

ADVERTISEMENT FOR BIDS TERMINAL APRON REHABILITATION FOR THE LACONIA MUNICIPAL AIRPORT NHPRECOVERY

GILFORD, NEW HAMPSHIRE SBG-STATE BLOCK GRANT PROJECT NO. 06-02-2006

Owner: City of Laconia, New Hampshire

Sealed proposals for Terminal Apron Rehabilitation Laconia Municipal Airport located in Gilford, New Hampshire, will be received by the Airport Manager, Laconia Municipal Airport, 66 Aviation Drive, Gilford, New Hampshire until 1:00 PM prevailing time, May 6, 2009 at which time they will be publicly opening and read aloud.

Employment

148 Help Wanted

AUTO MECHANIC
Full time, experienced auto mechanic wanted. Good work ethic, experience in tune-ups, alignment, brakes, steering, suspension, air conditioning and engine performance. Must have own tools, inspection license and a valid driver's license required. Benefit program including medical, dental, vision and 401K. Apply within at:
Performance Prestige Automotive and Detailing 12 Gilford East Dr., Gilford

148 Help Wanted

FLAGGERS
White Mountain Traffic Control is looking for dependable people to perform traffic control at various work sites throughout NH. Must be willing to travel, have own transportation & phone. Starting wage \$8.50 per hour. Warmen & incentives encouraged to apply. EOE
(603) 228-1008

148 Help Wanted

HWR STYLISTS - Looking for a change?
A new location? Just starting out? "Grazies" - a newly renovated salon in Gilford, has Booth Rental Available. Please forward resume to:
4 Laconia Farm Road Gilford, NH 03240 or call 524-9551 for a confidential interview. Ask for Mary.

17 Public Notice 17 Public Notice

PAINTERS Needed for local work. Experience and own transportation required. Call Ken at 603-283-4513.

Announcements

Employment

148 Help Wanted

AVON! For Details Call Lisa 1-800-252-1816 or email lw1br@avon.com

CDL-DRIVER/ SERVICE PERSON
Should live within a 20 mile radius of Moultonboro, clean appearance and good driving record, knowledge of subsurface wastewater disposal systems a must. Call: Lamoyr Suburban Dept of Serv 688-6704 or email lamoyr15@ptd.net

148 Help Wanted

DETAIL PERSON
Detail Position wanted. Part-time with potential for full-time. Good work ethic, reliable detail-oriented person for fast paced automotive detail business. Apply within at:
Performance Prestige Automotive and Detailing 12 Gilford East Dr., Gilford

148 Help Wanted

THE MUG SANDWICH in Moultonboro 2 short order cooks needed. Permanent positions. Experience necessary. Contact Dawn or Amy @ 253-8316

18 Request for Bids 18 Request for Bids

210 Ambulance/Bid
1994 BOBCAT 753 - slide-door - 60" bucket - caged cab. Runs and operates in good to excellent condition. Only 1275 hours! May be seen at 275 Mountain Drive, Gilford. Call if you are interested or have questions. \$8,900 or best offer 978-979-8503 rkelly1162@verizon.net

Announcements

2001 CRAFTSMAN RIDING Mower, 16.5HP, 42 inch cutting deck. Mower has always been maintained. Runs super. Needs new deck belt & engagement cable. This mower has lots of life left in it. We upgraded to larger mower. \$200.00. 603-524-4036 vicollette@men.com

Announcements

ALL NEW Queen orthopedic mattress & box, new in plastic. Cost \$480; sell \$250; King \$385; Full \$225 431-0958

CABINETS custom glazed maple, never installed. Can add on. Sacrifice \$1650. Sale for \$800. 226-5218

HOT TUB, 6 person, NEW in wrapper, all options, cover. Cost \$7000 sell \$2800. 989-1019

FIREWOOD Green, cut, split, delivered \$150 per cord. 18 cords available

Announcements

18 Request for Bids 18 Request for Bids

CITY OF LACONIA REQUEST FOR BIDS

CONCRETE PRODUCTS BID #0904-04

The City of Laconia is requesting bids for concrete products. Complete bid packages can be obtained at the City of Laconia Purchasing Office located at Laconia City Hall, 45 Beacon Street East, Laconia, NH 03246. Bids must be submitted on the specified bid sheets in a sealed envelope marked "CONCRETE PRODUCTS BID". Bids are due at the previously mentioned address no later than April 20, 2009 at 2:15 PM at which time and place they will be opened and read aloud. Questions regarding this bid can be directed to Jonathan Gardner, Purchasing Specialist, at 603-524-3877 or gardner@city.laconia.nh.us

The City of Laconia reserves the right to accept or reject any and all bids or any part thereof, to waive any formality in the bidding process, and to accept the bid considered to be in the best interest of the City. Failure to submit all information called for may be sufficient grounds for disqualification. The City may cancel this request at any time for any reason.

Just for You

Mother's Day Message

Tell Mom how much you are caring throughout the year. Mother's Day Message in the Sunday Citizen on Sunday. Simply fill out the form below special message and return it to The Citizen of Laconia Tuesday, May 5th, 5:00 PM. Cost is only \$6.00 per color.

Use your to prepay.

Some sample ideas to get you started:

- 2x2 \$24.00 \$5.00 extra with photo \$7.00 extra color.
- MOM You mean the world to us!

PUBLIC NOTICE (Abbreviated Version for publication)

Wanted to rent in the Laconia area for a 5-year term commencing no later than July 1, 2009, approx. 800 to 1,300 square feet of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as a Probation and Parole office. The space offered must meet or be renovated to meet the State's programmatic specifications, which must be reviewed in advance of responding to this solicitation. To obtain a copy of these specifications, please contact Mike McAllister, Department of Corrections, Division of Field Services, 105 Pleasant Street, Concord, NH 03301. Alternately to obtain the specifications call (603-271-5652) or email (mmcalister@nhdoc.state.nh.us) or log onto the State's central lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp> . All "letters of interest" submitted in response to this solicitation must be received by 4:00 PM on Friday May 1, 2009 at the address given above. The State of NH reserves the right to accept or reject any or all proposals.

SCHEDULE OF RFP PUBLICATION IN THE "PUBLIC" OR "LEGAL" NOTICE OF THE AREA NEWSPAPER(s) (DOC must implement and pay for this publication)

	Run 1	Run 2
	Friday, April 10, 2009	Friday, April 17, 2009

Geo. J. Foster & Co., Inc.

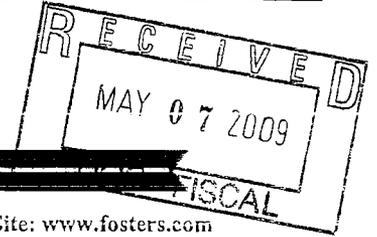
Family Owned Since

1873

150 Venture Drive, Dover, NH 03820

Phone 603-742-4455

Web Site: www.fosters.com



Statement for:

NH DEPT OF CORRECTIONS
PO BOX 1806
CONCORD, NH 03302

STATEMENT / INVOICE

Statement Beginning Date: 3/29/2009
Statement Ending Date: 05/02/2009

Sales Representative
Jennifer Z-Serrano
ACCOUNT#
L125893

Payment Terms: DUE BY 30TH OF BILLING MONTH

Page 1

Previous Balance: \$0.00

Line Info:	Product	Placement	Ad Size/Count	Inches	Amount
Ad Order #: 0000613836		PO # m mcalister			
Inv#: 100613836-04172009		Scheduled Ending Date (04/24/2009)			
Line Info:	LAC	017-Public Notice	2.00 x 3.0000	6.00	\$56.70
TagLine:	WANTED TO RENT IN LACONIA AREA				
Run Dates :	04/17				

Invoice Total:					\$56.70
Line Info:	Product	Placement	Ad Size/Count	Inches	Amount
Ad Order #: 0000613836		PO # m mcalister			
Inv#: 100613836-04242009		Scheduled Ending Date (04/24/2009)			
Line Info:	LAC	017-Public Notice	2.00 x 3.0000	6.00	\$56.70
TagLine:	WANTED TO RENT IN LACONIA AREA				
Run Dates :	04/24				

Invoice Total: \$56.70
Ad Order Sub Total (for Ad # 0000613836) : 113.40

0 - 30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Total Amount Due
113.40	\$0.00	\$0.00	\$0.00	\$113.40

REMITTANCE - DETACH & RETURN WITH YOUR PAYMENT.

PLEASE NOTE: A FINANCE CHARGE BASED ON AN ANNUAL PERCENTAGE OF 18%, AVERAGING 1.5% PER MONTH, MAY BE ASSESSED ON ALL ACCOUNTS OVERDUE.

ACCOUNT#
L125893

Customer Name:
NH DEPT OF CORRECTIONS

MAKE ALL CHECKS PAYABLE TO:
GEORGE J FOSTER & CO., INC.
 P.O. BOX 1109
 DOVER NH 03820

Statement Date
05/02/2009

Please Pay
\$113.40

Amount Paid: _____

Check Number: _____

Section B
The Citizen of Laconia
Friday, April 24, 2009

Marketplace

In this section:
Classifieds, Advs
Puzzles & Comi

Monday-Friday, 8 a.m. - 5 p.m.

Mastercard, Visa, Discovery & Amex accepted

271 Fair Street, Laconia 524-3801 or 1-800-564-3806

Announcements

17 Public Notice

Belknap County Convention Meeting
May 11, 2009 at 7:00pm

The Belknap County Convention will be meeting on Monday, May 11, 2009 at 7:00PM at the Belknap County Complex, in the multipurpose room at 34 County Drive, Laconia, NH. The purpose of this meeting is to:

1. Review 2009 budget
2. Public hearing on resolution to refinance a bond
3. Act on the resolution to refinance the bond
4. Commissioners presentation on public awareness meetings
5. Other business as necessary

Beth Amersall, Clerk

17 Public Notice

GILMAN TOWN PLANNING BOARD
THURSDAY, May 14, 2009
ACADEMY BUILDING - 7 p.m.
MEETING AGENDA
www.gilmantrnh.org

1. JOINT HEARING - Paula Gilman Trust - PB-0606/20A
 2. CONTINUED HEARING - Mark A. Padala - PB-0606/20B: Site Plan Review to Operate Contractor's Yard on Map Lot #412-17 of 21 acres located at 160 NH Route 108 in the Business Zone. A site walk is scheduled for Thursday 5/14/09 at 6pm.
 3. CONTINUED HEARING - John R. Chaffin Wilbur - PB-0606/20C: Site Plan Review to Operate Kennel on Map Lot #414-79 of 30 acres located at 741 Province Road in the Rural Zone.
 4. OTHER BUSINESS
- Katoy L. Girard, Chair

17 Public Notice

PUBLIC NOTICE
(Abbreviated Version for publication)

Wanted to rent in the Laconia area for a 5-year term commencing no later than July 1, 2009, approx. 600 to 1,300 square feet of office space for the State of NH Dept. of Corrections, Division of Parole Services, for use as a Probation and Parole office. This space offered must meet or be renovated to meet the State's programmatic specifications, which must be reviewed in advance of responding to this solicitation. To obtain a copy of these specifications, please contact Mike McAllister, Department of Corrections, Division of Parole Services, 105 Pleasant Street, Concord, NH 03301. Alternatively to obtain the specifications call (603-271-8500) or email (mike.mcallester@nhdoe.state.nh.us) or log onto the State's central lease WEB site at: <http://admin.state.nh.us/bp/m/leases2.asp>. All "letters of interest" submitted in response to this solicitation must be received by 4:00 PM on Friday May 1, 2009 at the address given above. The State of NH reserves the right to accept or reject any or all proposals.

JUMBLE
Unscramble these 10 letters, one letter to each square, to form four ordinary words.

TAROA

Announcements

17 Public Notice

TOWN OF NORTHFIELD PLANNING BOARD
NORTHFIELD TOWN HALL
Wednesday - May 6, 2009 - 7:00 pm
AGENDA

New Business:

1. William Becker: Application for a Special Use Permit to allow an addition to a single family home within the wetlands buffer zone at 309 Bay Hill Road (Tax Map R10 Lot 20) in the R1 zone.

Respectfully,
Michelle Bonsteel, Chairman
April 22, 2009

If you have any questions regarding this notice, please call Ekta Costa at 286-8319. All applications and plans are available for review at the Town Hall.

18 Request for Bids

Moultonborough School District
PO Box 419 - Moultonborough, NH 03264
Phone: 603-476-6247 - FAX: 603-476-8009

REQUEST FOR PROPOSALS
Operation & Management
of School Food Service Program
Moultonborough School District

The Moultonborough School Board seeks proposals for the operation and management of our School Food Service program. Contract to be awarded will be for the 2009-10 school year with the option for additional one-year renewals of up to five years.

Proposals are due by
12:00 P.M., Friday, May 8, 2009 at:
Moultonborough School District PO Box 419
Moultonborough, NH 03263

All proposals must meet all federal, state and local requirements. Please call 603.476.6247 for a specification package and to view our food service facilities.

The Moultonborough School District reserves the right to reject any or all proposals received for any reason or for no reason, and to waive any irregularities in proposals, or negotiate modifications, and to make any decisions which are in the District's best interest.

18 Mortgage Foreclosure

NOTICE OF MORTGAGEE'S SALE

LAKES REGION HABITAT FOR HUMANITY, INC., a New Hampshire non-profit corporation, having a place of business and mailing address at 88 NH Route 25 Suite 3, Meredith, New Hampshire 03203, is the holder of a mortgage from ERNEST AVERY and JONI AVERY to LAKES REGION HABITAT FOR HUMANITY, INC. dated 27 May 2004 and recorded with the Merrimack County Registry of Deeds in Book 2863, at Page 1980, in the original principal amount of \$37,243.84.

By virtue and in execution of the power of sale granted to Lakes Region Habitat for Humanity, Inc. by Ernest Avery and Joni Avery in the aforementioned mortgage, for condition broken, and for the purpose of foreclosing the equity of redemption of Ernest Avery and Joni Avery in said mortgage, Lakes Region Habitat for Humanity, Inc. will sell at public auction at 10:20 o'clock in the morning of Friday, 22 May 2009, on the premises at 190 - 192 Franklin Street, Franklin, Merrimack County, New Hampshire, the premises described in said mortgage, reference to which is made for more particular description, being the same premises conveyed to Ernest Avery and Joni Avery by deed of Lakes Region Habitat for Humanity, Inc. dated 27 May 2004 and recorded with the Merrimack County Registry of Deeds in Book 2863, at page 1977.

Employment

148 Help Wanted

AUTO MECHANIC
Full time, experienced auto mechanic wanted. Good work ethic, experience in tune-ups, alignment, brakes, steering, suspension, air conditioning and engine performance. Must have own tools, inspection license and a valid driver's license required. Benefit program including medical, dental, vision and 401K. Apply within at:
Performance Preteige Automotive and Detailing
12 Gilford East Dr., Gilford

AVON! For Details Call
Lisa 1-800-859-1916 or email lwibers@aol.com

18 Request for Bids

Busy Resort Seeking EVENT PROMOTERS
\$9 - \$20/Hour - Must be outgoing and have great people skills. Weekends are required. Regional travel.
Apply in Person:
STEELE HILL RESORTS
618 Steele Hill Road
Samborton, NH 03268
or e-mail
dcurlio@steelehillresorts.com

Busy Resort Seeking: Full-Time Front Desk/Reservations Agent
Applicants must have flexible schedule and be willing to work evenings and weekend, have a positive personality, enjoy working with the public and be knowledgeable with computer.

Apply in Person:
STEELE HILL RESORTS
618 Steele Hill Road
Samborton, NH 03268

MARINA SHOWROOM
help wanted. Tasks in dock: booking, clerical, assisting with phone calls. 3-4 days per week. 603-634-8390
Winnique Marine

GENERATOR TECHNICIAN, must be experienced in trouble shooting and repairing portable and standby generators. Pay commensurate with experience. Fax resume to 603-664-7922.

18 Mortgage Foreclosure

Employment

148 Help Wanted

GDL-DRIVER/ SERVICE PERSON
Should live within a 20 mile radius of Moultonboro, clean appearance and good driving record, knowledge of various weather dependent systems a must.
Call: Lampy Station
603-637-0704
or email
lampysept@netnet.com

DETAIL PERSON
Detail Position wanted. Full-time with potential for part-time. Good work ethic, reliable detail-oriented person for fast paced automotive detail detail business. Apply within at:

Performance Preteige Automotive and Detailing
12 Gilford East Dr., Gilford

HAIR STYLISTS
Looking for a change? A new location? Just starting out? "Grazios" - a newly renovated salon in Gilford, has Booth Rental Available. Resumes sent to:
4 Labors Farm Road
Gilford NH 03240
or call 534-8251 for a confidential interview. Ask for Mary.

NEW RESTAURANT!
Highering all positions. Apply in person 279 Lakewood Ave., Weir Beach, interviewing Mon, 27, 10am-1pm

PROPERTY Manager for 65 units, 4 positions (Franklin, Meredith, Campton and Lisbon). Duties: tenant applications, move in process, collections, evictions, tenant file and documentation, storage units, compliance with state/local fire safety codes, advertisement of vacancies, tenant questions/on scene, property maintenance schedule, vendor contracts. Supervision of cleaning staff, maintenance workers and site improvement projects. Skills needed: customer service, maintenance history a plus, ability to work weekends, flexible hours, ability to work independently, strict but fair with tenants. Submit resume, letter of interest and compensation requirements to: PFA of Property Management Services, 806 North Main St., Laconia, N.H. 03246.

18 Mortgage Foreclosure

PROMOTIONAL MODELS
For upcoming NAB CAR events. Also looking for print, fashion & commercial models. Prior experience with photo but will train those who qualify.
Call (603) 627-4125

18 Help Wanted

YARD HELP
Positions Open Immediately. Tasks include:
<http://www.meridien.com/merc>

146 Help Wanted

148 Help Wanted

VOLLEYBALL COACH
BELMONT HIGH SCHOOL

Belmont High School has an opening for a varsity volleyball coach. Prior coaching experience preferred. If you are interested, please send your letter of interest and resume to Rick Acquilano on or before May 1st. ([racuilano@shaker.k12.nh.us](mailto:racquilano@shaker.k12.nh.us)), Athletic Director, 255 Seavey Rd, Belmont NH 08220, EOE.

146 Help Wanted

148 Help Wanted

Rockingham Electric

We are currently looking for a qualified person to manage our Laconia Branch. Candidates must have the following attributes in order to be considered for this position:

- ✓ Positive attitude
- ✓ Be a team player
- ✓ Ability to take and give direction
- ✓ Solid computer skills
- ✓ Electrical background is a plus

If you are interested in being part of the Rockingham team please send resume to:
Keith Babcock, Director of Sales and Marketing
kbabcock@rockingham.com

Bristol Police Department
POLICE OFFICER

The Town of Bristol is accepting applications for a full time Patrolman position. New Hampshire full time certified Police Officer preferred, but not required. Applicants must possess a minimum of a high school diploma or GED and a minimum 21 years of age. An Associates Degree or Bachelors Degree is preferred. The position requires the candidate to possess a valid New Hampshire Driver's License; and the ability to meet the pre entry requirements as prescribed by the New Hampshire Police Standards and Training Council and the Bristol Police Department.

The Bristol Police Department has a community oriented policing philosophy. The Department has ten full time employees and four part time employees. The department handles approximately 14,000 calls for service each year. Bristol is the home of Newfound Lake and our community experiences an increased diversified tourist and seasonal population year round.

Applications can be obtained from and submitted, along with a resume to the Bristol Police Department, PO Box 643, 2301 Lake Street, Bristol, NH 03222. Resumes and application will be required for interview consideration.

This position will remain open until filled.

The Town of Bristol is an Equal Opportunity Employer.

2009-2010 SCHOOL YEAR VACANCIES

INTER-LAKES SCHOOL DISTRICT
Inter-Lakes Middle Tier
Physical Education Teacher (.667 FTE)
Grade 7 and 8
Reading Specialist (Full-Time)
Grade 5 Teacher (One-Year Position)
(Contact Mr. Bennett at 279-5312)
Qualifications:
Appropriate NH certification required

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 6th day of June 2009, by the following

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

Name: Ronald and Donna Olszak

(if corporation, give full corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 717 Mayhew Tpke.

Street Address (if corporation, give principal place of business)

<u>Bridgewater</u>	<u>NH</u>	<u>03222-</u>	<u>(603) 744-5090</u>
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: New Hampshire Department of Corrections

Address: 105 Pleasant Street, PO Box 1806

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

<u>Concord</u>	<u>NH</u>	<u>03302-1806</u>	<u>(603) 271-5600</u>
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: 314 South Main Street (first floor, suite #2)

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

<u>Laconia</u>	<u>NH</u>	<u>03246</u>
City	State	Zip

The demise of the premises consists of: 949 sq. ft. of space

(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 5 yrs + 17 days ~~year(s)~~, commencing on the 15th day of July, in the year 2009, and ending on the 31st day of July, in the year 2014, 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:

(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 17 days 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)* Zero Additional term(s) of Zero (0) 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:

Notwithstanding 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 and payable on the following date: *(insert month, date and year)* August 1 2009 . 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 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 See Exhibit E for text replacing the standard "selection boxes" of this paragraph~~

~~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)~~

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)* Operation of a District Office for the New

Hampshire Department of Corrections; Division of Field 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 the 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*.

* Responsibility limited to the area of the Premises assigned for Tenant's exclusive use.

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: **See Exhibit E for text replacing 10.1**

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*) N/A 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*) N/A 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 completed 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.
Standard provisions of Section 15 deleted, see Exhibit E for replacement text.
15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its 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 sovereign 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 Corrections

Authorized by: (give full name and title) William L. Wrenn
William L. Wrenn, Commissioner - DOC

LANDLORD: (give name of either the corporation or the individual) Ronald & Donna Olszak

Authorized by: (give full name and title) Ronald Olszak Donna Olszak
Print: Ronald Olszak, Donna Olszak, landlords
Names & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE
OF: New Hampshire COUNTY OF: Bradford
UPON THIS DATE (insert full date) June 6 2009, appeared before
me (print full name of notary) MONIQUE E ABEAR the undersigned officer personally
appeared (insert Landlord's signature) RONALD OLSZAK & Donna Olszak
who acknowledged him/herself to be (print officer's title, and the name of the corporation) Landlords
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)
Monique E. Abear MONIQUE E. ABEAR, Notary Public
My Commission Expires September 22, 2009

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: 6-23-09

Approving Attorney: Walter A. Payne, Jr.

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

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

EXHIBIT A

Exhibit A: *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

- The demise of the Tenant's Premises to which they shall have exclusive use is 949 square feet of 1st floor office space and the exclusive use of a unisex restroom, as shown in the attached floor plan herein. The Tenant shall also have the right to use the 1st floor common areas of building to which the Premises are a part, such areas included but are not limited to the building parking lot, entrance, and entrance corridors.
- In addition to the use of the Premises, the Tenant and the Tenant's visitors shall have the right to use the adjacent parking lot; said use shall be at no additional charge, included in the annual rent.

EXHIBIT A – Demise of Premises

Redacted

EXHIBIT B

Exhibit B: *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

FIVE -YEAR RENTAL SCHEDULE:

1. The rent due for the Premises during the five-year Term shall be a modified NET rate, including Landlord's provision of all building and site maintenance (see section 8 herein) and use of all common areas.
2. The Tenant shall be responsible for making additional payments (expenses not included in the annual rent listed in the schedule below) to the Landlord for the following:
 - a. Provision of electrical.
 - i. The portion of the Premises to which the Tenant has exclusive use shall be separately metered, with the Tenant responsible for direct remittance to the provider of electrical services; such services include the provision of heating and air conditioning.
 - ii. The Tenant shall reimburse the Landlord for their share, which is ¼, of the cost of electrical for the "common areas" of the building. The Landlord shall submit to the Tenant a copy of their electrical provider's invoice for the common area and their written request for reimbursement of ¼ of the expense documented therein. Providing the Tenant is in agreement with the documentation, they shall remit reimbursement payment to the Landlord no later than thirty (30) days after receipt.
 - b. Provision of telecommunications services: the Tenant shall be responsible for arranging provision of said services and making direct remittance to the provider.
 - c. Provision of Janitorial services: (see Exhibit C for definitions)
 - d. Water and sewer fees: Annual reimbursement (as determined by the anniversary date of the Lease) to the Landlord. No later than thirty (30) days after receipt of a copy of the Landlord's billing for water and sewer services provided to building to which the Premises are a part, of which ¼ share shall be the Tenant's allocated share, the Tenant shall remit reimbursement to the Landlord.
 - e. Reimbursement of certain renovation expenses: the Tenant shall make a one-time payment to the Landlord as reimbursement for provision of certain renovations, said renovations shall be provided in conformance with the provisions of "Exhibit D Part III herein. See "Special Provision A" set forth in "Exhibit E" herein for definition of said payment.

Rental Schedule:

Year	Lease Dates	Approx. Sq Ft Cost	Monthly Rent	Annual Rent	*Approx. % increase per year
1	August 1 2009 – July 31 2010	\$8.57	\$678.00	\$8,136.00	
2	August 1 2010 – July 31 2011	\$8.79	\$694.95	\$8,339.40	2.5%
3	August 1 2011 – July 31 2012	\$9.00	\$712.32	\$8,547.84	2.5%
4	August 1 2012 – July 31 2013	\$9.18	\$730.13	\$8,761.56	2.5%
5	August 1 2013 – July 31 2014	\$9.46	\$748.38	\$8,980.56	2.5%
Total Rent for five-year term:				\$42,765.36	

*Annual rent has been rounded to nearest whole number divisible by 12 equal monthly payments.

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.*

1. The Landlord shall assume responsibility for and pay for janitorial services to the common areas (rest rooms not assigned to the Tenant, building entrances and shared corridors) of the Premises during the term herein. Provision of said services shall include the following:
 - a. Not less than once per week vacuuming of all common area floors in the Premises
 - b. Not less than once per week cleaning of the glass entrance doors and side lights
 - c. Cleaning as necessary of wall surfaces, doors, door frames and hardware.

2. The Tenant shall provide and pay for provision of janitorial services to the areas of the Premises (which include one unisex rest room) to which they have exclusive use during the term herein. See Exhibit A herein for the areas of exclusive use. Provision of said services shall include the following:
 - a. Weekly vacuuming of all floors in the Premises
 - b. Weekly disposal of all office rubbish.
 - c. Not less than weekly cleaning of the rest room, including floors and all fixtures.
 - d. Provision of all consumable supplies required in the rest room, these supplies include items such as toilet paper, paper towels, and soap.
 - e. Cleaning the interior surfaces of the windows within the Premises annually.

3. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the Premises.

4. The Landlord shall be responsible for cleaning the exterior surfaces of all windows within the Premises annually.

5. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

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.*

No renovations shall be required or provided for barrier-free accessibility, instead upon request or incidentally, access to all programs housed in the Premises will be provided at alternative "field" locations by the Tenant's staff. All probation and parole "clients" are entitled to and visited by DOC officers at locations other than the Premises, therefore any person with mobility impairments will be accommodated in a non discriminatory manner. With the exception of one clerical support person, all of the Tenant's staff are probation and parole officers who must be "able bodied" in order to safely and effectively perform their duties; in the event the clerical person needs alternative accommodations said accommodations shall be provided at a different DOC site or through telecommuting

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 "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy.

The Tenant shall request "waiver" from "Clean Air" testing requirements from the State of NH Governor and Executive Council coterminous with submission for approval of the agreement herein. Application for this waiver is based upon the following statutory provision:

- *RSA 10-B:4 Exceptions II. The governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.*

Hardship is asserted in this instance. The Premises are not equipped with a central heating and air conditioning system, the existence of which is required in order for a space to be able to be tested and certified in accordance with "clean air" testing protocol. The Tenant and the Landlord do not have the fiscal resources required to provide a new central heating and air conditioning system to the Premises, therefore the Tenant hereby asserts hardship which makes compliance with "clean air" requirements unreasonable in this instance, and requests suspension and waiver of its enforcement from the Governor and Executive Council. In making this request the Tenant knows of no complaints regarding the interior air quality of the Premises.

EXHIBIT D Continued

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.*

THE LANDLORD SHALL PROVIDE AND THE TENANT SHALL REIMBURSE FOR PROVISIONS THE FOLLOWING IMPROVEMENTS AND RENOVATIONS: No later August 1, 2009 the Landlord shall complete provision of certain improvements to the Premises, provided in conformance with the specifications of this part and as illustrated in the attached floor plan titled "Exhibit D Renovations to be provided by the Landlord". The Tenant shall reimburse the Landlord for provision of these renovations no later than thirty (30) days after said renovations have been successfully completed. The Tenant's payment shall be made in conformance with "Exhibit E Special Provision A" herein.

1. At Tenant's public entrance to the Premises:
 - a. Provide and install new full height (from floor up to/abutting ceiling grid above) drywall partitions configured as shown in the attached plan. Dimensions shown on the plan are approximate, allowances are to be made for accommodation of existing ceiling fixtures and wall fixture placements.
 - i. New partitions may be (at Landlord's discretion) installed on top of existing carpet. Protect all existing carpet from damage by covering with heavy duty plastic sheeting prior to commencement of work.
 - ii. Tape all drywall seams, sand/finish smooth, and provide paint all new walls with at least one coat of primer, and two coats of washable latex paint.
 - iii. Provided new base at the lower edge of all new walls.
 - b. Provide and install one new solid core door in the location shown. Door shall be nominal 36" wide with lever set entrance hardware, and a lockset that provides locked/keyed entrance on the public entry side, and free/unlocked egress from the staff side. Provide Tenant with at least two keys for the lock.
 - c. Provide and install new duplex electrical outlets located on the new wall as shown in the attached plan.
 - d. Provide and install new interior receptionist window in the location shown. The new window shall conform to the following:
 - i. The window shall measure approximately 36" wide by 48" high.
 - ii. The lower edge of the window shall be at 34" above the floor.
 - iii. The opening of the window shall be provided with either ¼" tempered glass or plexi glass, with a surface area of approximately 36" wide by 46" high.
 1. The lower edge of the glass shall be installed (provide wood blocking at lower edge) approximately 2" above the window frame, thereby providing a "pass through". Sand the lower/exposed edge of the glass smooth.
 2. The upper edge of the glass shall be installed (provide wood blocking at upper edge) approximately 2" below the window frame, thereby facilitating natural voice transmission.
2. Relocate one existing fluorescent light fixture from the (to be newly created) reception area into the staff area of the Premises.
3. After completion of all renovation but prior to Tenant occupancy, thoroughly clean/shampoo all carpets.

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

The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.

EXHIBIT D Continued
Floor Plan: Renovations to be provided by the Landlord

Redacted

**EXHIBIT E
SPECIAL PROVISIONS**

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

SPECIAL PROVISIONS:

- A. **Additional Scheduled One-Time payment:** No later than thirty (30) days after the Landlord successfully completes the renovations set forth in Exhibit D Part III, the Tenant shall remit to the Landlord an additional one-time payment of \$2,150.00.

MODIFICATIONS TO STANDARD PROVISIONS OF THE LEASE:

Section 6 "Utilities" is modified by the following:

1. Provision of Utilities:

- a. The Tenant shall be responsible for the provision and direct payment to the providers thereof for electricity (which includes provision of heat and air conditioning) for the portion of the Premises to which they have "exclusive use" as shown in the floor plan titled "Exhibit A" herein.
- b. The Landlord shall be responsible for the provision and direct payment to the providers thereof for heat and electricity for all Common Areas of the building to which the Premises are a part.
 1. The Tenant shall remit to the Landlord reimbursement of their prorated share - which is $\frac{1}{4}$ - of the electrical cost for the common area.
- c. The Tenant shall be responsible for the provision of and direct payments to the provider thereof of telecommunications, cable, and data services for the portion of the Premises to which they have exclusive use.
- d. The Landlord shall be responsible for the provision and direct payment to the provider thereof of water and sewer services for the Premises and for the building and site to which the Premises are a part. Billable upon the anniversary date of the Agreement, the Tenant shall reimburse the Landlord for their prorated share - which is $\frac{1}{4}$ - of said provision once per year.

Section 8.1 is modified by the following:

Notwithstanding provisions of Section 8 or anything contained in this lease to the contrary, both Parties agree that if any repairs are alleged to be necessitated by the Tenant's or the Tenant's invitee's negligence or willful misconduct the Tenant shall, if contesting responsibility for said repair, promptly forward a copy of the Landlord's claims for such repairs to its legal council. Notwithstanding the foregoing or anything contained elsewhere in this Lease, the Landlord shall not be required to make, or assume responsibility for, any repair of damages to the Premises caused by the negligence or willful misconduct of the Tenant or its agents, servants, employees or invitees.

Subsection 10.1 "Plans, Standard of Work, etc.:" is deleted, replaced with the following:

All improvements depicted in Exhibit D part III of the Lease shall be provided by the Landlord in compliance with the specifications therein and in compliance with the provisions of section 9.1 contained herein. After successful completion of the renovations the Tenant shall remit to the Landlord a one time payment for their provision. See "Exhibit E Special Provision A" set forth herein for definition of said payment.

Section 15 "Insurance" of the Lease is deleted, replaced with the following:

During the Term and any extension thereof, the Landlord shall at its 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. Such insurance is to provide minimum protection in limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. 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 stating the insurer will endeavor to mail written notice to the named "additional interest" (which shall be the State of New Hampshire) 10 days prior to cancellation or expiration of the policy. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".

EXHIBIT G

Barrier-Free Access: Attached is the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.

(draft review, final review pending)



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
Kerle McKinster, Vice Chair
Wendy Beckwith, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 TDD Fax] Voice or TTY
(603) 271-2837 fax

Direct Line (603) 271-4177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abccommittee.html

5 May 2009

Michael McAlister, Director
Division of Field Services
Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Dear Mr. McAlister:

Thank you for bringing your concerns about providing probation and parole services to persons with disabilities in Carroll and Belknap Counties to the Architectural Barrier-Free Design Committee. It is our understanding that, due to new budget constraints, the Division of Field Services will need to lease "as is" office space that can not be made accessible within the lease budget.

It is also our understanding that, because small spaces will be leased, the bulk of services to all of your clients will be provided in the field, rather than in the offices as can be done in other counties. This new model for providing probation and parole services is the basis for the AB Committee's acceptance of the provision to provide program access for clients with disabilities.

Removal of architectural barriers will continue to be expected in all facilities where clients receive required services in the office setting. If further clarification of the Committee's decision is needed, please contact Wendy Beckwith 271-4177.

Sincerely,


David Gleason, Chair
WTS

Cc: Mary Belec, Administrative Services

ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
 06/23/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Foy Insurance - Tilton PO Box 194 Tilton, NH 03276	PHONE (A/C, No, EXT) 603.286.8978	COMPANY Zurich Ins Co
FAX (A/C, No) 603.286.2271	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID # 00040518		
INSURED Olszak, Ronald & Donna 717 Mayhew Turnpike Bridgewater, NH 03222	LOAN NUMBER	POLICY NUMBER PPS24730351
	EFFECTIVE DATE 02/03/2009	EXPIRATION DATE 02/03/2010
	CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 1 Loc 00001 Bldg 00001 314 South Main St. Laconia, NH 03246

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
1 Building, RC, Special form	355,000	250
1 Liability coverage - per occurrence	1,000,000	0
1 Liability coverage - per aggregate	2,000,000	

REMARKS (including Special Conditions)

Olszaks are owner of building and coverage is only provided for them as owner of building

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS State of NH - Dept of Corrections 105 Pleasant Street PO Box 1806 Concord, NH 03302-1806	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE Denise Stark	

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

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

DATE: July 25, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Corrections, P.O. Box 1806, Concord, NH 03302

LESSOR: Ronald and Donna Olszak, 717 Mayhew Turnpike, Bridgewater NH 03222

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term occupancy at Correction's current Laconia Probation and Parole office comprised of 949 square feet of 1st floor space located at 314 South Main Street, Laconia NH. During the extended term Correction's will complete the lease submittal process for the proposed replacement space for this office.

TERM: Up to Six (6) months: retroactively commencing July 31, 2014, expiring no later than January 31, 2015. Tenant has the right to early termination with 30 days advance written notice

RENT: The current rate of approx. \$9.46 per square foot which is \$8,980.56 annually shall remain unchanged (0% escalation) for the extended term, payable as \$748.38 monthly; **Total Six-Month Rent: \$4,490.28**

JANITORIAL: Tenants additional expense approx. \$1,044 (\$1.10 SF) annually

UTILITIES: Tenants additional expense: approx \$9,376 (\$9.88 SF) annually
Six-month total: \$10,420 (\$10.98 SF) annually /2 = \$5,210

TOTAL: \$4,490.28 rent + approx. \$5,210 jan/utilities = \$9,700.28 (\$20.44 SF)

PUBLIC NOTICE: Sole-Source amendment of current lease however subsequent renewal or new lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: No review required for an amended 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 by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner