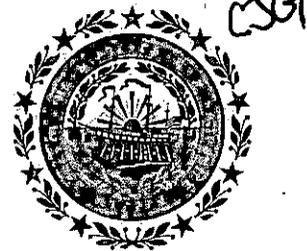




ADMINISTRATIVE OFFICE  
 45 SOUTH FRUIT STREET  
 CONCORD, NH 03301-4857



71

GEORGE N. COPADIS, COMMISSIONER  
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

August 14, 2024

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

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (“NHES”) to enter into a **Sole Source** lease agreement with David Hicks and Cindy Hicks, Colebrook, NH, in the amount of \$21,900.00 for the lease of approximately 545 square feet of office space from the date of Governor and Council approval or October 1, 2024, whichever is later, through September 30, 2026. 100% Federal funds.

		State Fiscal Years		
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	2025	2026	2027
022-500248	Rent to Owners Non-State Space	\$9,150.00	\$10,200.00	\$2,550.00

**EXPLANATION**

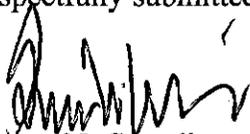
NHES is requesting approval of the attached **sole source** lease agreement for approximately 545 square feet of office space in Colebrook, NH to continue to provide full-time customer service to workers, employers and job seekers in the Colebrook region. The contract total of \$21,900.00 is for a two-year term beginning upon Governor and Council approval or October 1, 2024, whichever is later, through September 30, 2026.

NHES maintains full-service offices throughout the State for claimants, job seekers and employers. New Hampshire Employment Security has maintained office space in Colebrook, NH since 2011. The Department feels that continuing to lease this space is the best course of action for residents of the Colebrook area due to the benefits of continuity of the location and the potential disruption of services due to relocation. NHES requested, and was granted, approval to continue leasing this space pursuant to NH Rule Adm. 812.

Historically, this location has been offered to NHES for a lower price than other locations. The rental includes approximately 545 square feet of office space at \$18.72 per square foot or \$10,200.00 annually. The rate increase of \$25.00/month is reasonable. Subject to certain improvements, the Architectural Barrier Free Design Committee ("ABFDC") has approved NHES's continued lease of the space.

The agreement also includes NHES's one-time contribution of \$1,500.00 towards installation of an automated door and push plates to make the space more accessible as required by the ABFDC.

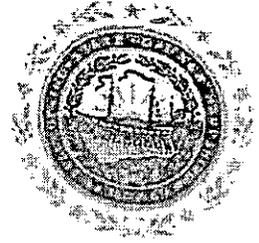
Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", written over a faint, illegible stamp or background.

George N. Copadis  
Commissioner



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

August 14, 2024

Karen Rantamaki, Plant & Property Director  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

**RE: PART Adm 812 Expedited Procedures Letter**

Dear Ms. Rantamaki,

The New Hampshire Department of Employment Security ("NHES" or the "Department") currently leases space from David Hicks and Cindy Hicks at 118 Main Street, Suite 2A, Colebrook, NH. NHES has leased and utilized this space since 2011 and it now houses two (2) staff members in 545 square feet of office space.

Our current lease expires on September 30, 2024. We are currently being charged \$9,900.00 annually for the space, paying \$18.16 per square foot. We are looking to enter a new lease with David and Cindy Hicks, our existing lessor. The proposed new lease will be for two (2) years. The new annual rate of \$10,200.00 represents a monthly rent increase of \$25.00/month and cost of \$18.72 per square foot.

The Department of Employment Security believes that continuing to lease space at 118 Main Street in Colebrook is the best course of action due to the benefits of continuity of the location of the Department's Local Office. As stated above, NHES has occupied this location since 2011. This Local Office serves approximately 120 members of the public each month. The landlord has offered NHES the opportunity to remain in this location for an additional two (2) years with minimal increase in cost. This lease rate is inclusive of general maintenance. The landlord has been very responsive to the NHES' needs as the landlord maintains a business on the first floor of the building. Based on these factors, NHES believes that the offered rates remain less than any other available properties in the area.

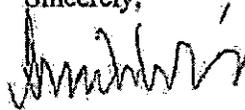
*NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities.*

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: [www.nhes.nh.gov](http://www.nhes.nh.gov)

The current location was improved and modified to be in compliance with handicapped accessibility and applicable environmental and safety standards prior to NHES' occupancy in 2011. Prior to executing the proposed lease, NHES, with oversight by the Architectural Barrier Free Design Committee, has undertaken an ADA accessibility review to identify any additional issues. In cooperation with the landlord, NHES will address the issues identified in the Committee's Letter of Opinion by the deadlines outlined therein.

With your approval, we would like to move forward with acquiring the necessary signatures to procure a new lease.

Sincerely,



George N. Copadis  
Commissioner

Kanu Rautamake  
Plant & Property Director Signature

8/14/2024  
Date

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

**FROM:** Karen L. Rantamaki, Director  
Department of Administrative Services  
Division of Plant and Property

**DATE:** August 14, 2024

**SUBJECT:** Attached Lease Agreement  
Approval respectfully requested

**TO:** His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**LESSEE:** New Hampshire Employment Security, 45 South Fruit Street, Concord, NH 03301

**LESSOR:** David and Cindy Hicks, 120 Main Street, Colebrook, NH 03576

**DESCRIPTION:** Approval of the enclosed will authorize a 2-year lease for approximately 545 square feet of space for property located at 118 Main Street, Suite 2A, Colebrook, NH 03526

**TERM:** 2 years – commencing October 1, 2024, and ending September 30, 2026. No extensions.

**RENT:** Monthly rent is \$850.00 for both years at a rate of \$18.72 per square foot. Total rent for two years is \$20,400.00.

**JANITORIAL & RECYCLING:** No additional cost. Cleaning is split between the landlord and staff.

**UTILITIES:** Utilities are included in the lease. Tenant responsible for tele/data service.

**PARKING:** This location has street parking only

**TOTAL TERM COST:** \$21,900.00

**PUBLIC NOTICE:** The agency wishes to continue use of the rented premises by exercising the expedited procedures option under PART Adm 812. It is in the State's best interest to remain in the space they currently occupy.

**CLEAN AIR PROVISIONS:** Clean air testing is not applicable to this lease.

**BARRIER-FREE DESIGN COMMITTEE:** The ABFDC issued a Letter of Opinion on April 3, 2024. Landlord and tenant agreed to share expense to install automated door push plate. (\$1500.00 for state's portion).

**OTHER:** Approval of the enclosed agreement is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services

  
\_\_\_\_\_

Karen L. Rantamaki, Director, Plant & Property

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PLANT AND PROPERTY  
STANDARD LEASE AGREEMENT

**Table of Contents**

1. Parties to the Lease: ..... 5

    1.1 The Lessor

    1.2 The Lessee

2. Demise of the Premises: ..... 5

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement: ..... 5

    3.1 Effective Date

    3.2 Occupancy Term

    3.3 Delay in Occupancy and Rental Payment Commencement

    3.4 Extension of Term

    3.5 Conditions on the Commencement and Extension of Term

4. Rent: ..... 6

    4.1 Rent

    4.2 Taxes and Assessments

5. Conditional Obligation of the State: ..... 6

6. Utilities: ..... 7

    6.1 General Provisions

    6.2 Sewer and Water Services

    6.3 Electrical and Lighting

7. Use of Premises: ..... 7

8. Maintenance and Repair by the Landlord: ..... 7

    8.1 General Provisions

    8.2 Maintenance and Repair of Broken Glass

    8.3 Recycling

    8.4 Window Cleaning

    8.5 Snow Plowing and Removal

    8.6 Parking Lot Maintenance

    8.7 Site Maintenance

Landlord Initials: CLD  
Date: 8-9-24

8.8	Heating, Ventilation and Air Conditioning (HVAC)	
8.9	Maintenance and Repair of Lighting , Alarm Systems, Exit Signs, etc.	
8.10	Interior Finishes and Surfaces	
8.11	<u>Janitorial Services</u>	
8.12	Failure to Maintain, Tenant's Remedy	
9.	Manner of Work, Compliance with Laws and Regulations: .....	10
9.1	Barrier-Free Accessibility	
9.2	Work Clean Up	
9.3	State Energy Code	
9.4	Alterations, etc.	
9.5	Ownership, Removal of Alterations, Additions or Improvements	
10.	New Construction, Additions, Renovations or Improvement to the Premises: .....	10
10.1	Provision of Work, etc.	
10.2	Schedule of Completion	
10.3	Landlord's Delay in Completion; Failure to Complete, Tenant's Options	
11.	Quiet Enjoyment: .....	11
12.	Signs: .....	11
13.	Inspection: .....	11
14.	Assignment and Sublease: .....	12
15.	<u>Insurance</u> : .....	12
15.1	Workers Compensation Insurance	
16.	Indemnification: .....	12
16.1	Acts or Omissions of Landlord	
16.2	Landlord's Failure to Perform Obligations	
16.3	Tenant's Acts or Omissions Excepted	
17.	Fire, Damage and Eminent Domain: .....	12
17.1	Landlord's Repair	
17.2	Tenant's Remedies	
17.3	Landlord's Right to Damages	
18.	<u>Event of Default: Termination by the Landlord and the Tenant</u> : .....	13
18.1	Event of Default: Landlord's Termination	
18.2	Landlord's Default: Tenant's Remedies	
18.3	Rights Hereunder	
19.	Surrender of the Premises: .....	13
20.	Hazardous Substances: .....	13

Landlord Initials: CLO  
Date: 8.9.24

20.1	Disclosure	
20.2	Maintenance/Activity Compliance	
20.3	Action to Remove/Remediate	
20.4	Non-Permitted use, Generation, Storage or Disposal	
20.5	Asbestos	
20.6	Material Safety Data Sheets (MSDS)	
21.	Broker's Fees and Indemnification: .....	14
22.	Notice: .....	14
23.	<u>Required Property Management and Contact Persons:</u> .....	14
23.1	Property Management	
23.2	Tenant's Contact Person	
24.	Landlord's Relation to the State of New Hampshire: .....	15
25.	Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity: .....	15
23.1	Compliance with Laws, etc.	
23.2	Discrimination	
23.3	Funding Source	
26.	Personnel: .....	15
27.	Bankruptcy and Insolvency: .....	15
28.	Miscellaneous: .....	15
28.1	Extent of Instrument, Choice of Laws, Amendment, etc.	
28.2	No Waiver or Breach	
28.3	Unenforceable Terms	
28.4	Meaning of "Landlord" and "Tenant"	
28.5	Headings	
28.6	Entire Agreement	
28.7	No Waiver of Sovereign Immunity	
28.8	Third Parties	
28.9	Special Provisions	
28.10	Incompatible use	
	<u>Signatures, Notary, Approvals:</u> .....	17
	<u>Exhibit A – Schedule of Payments</u> .....	18
	<u>Exhibit B – Janitorial Services</u> .....	19
	<u>Exhibit C – Provisions for Architecturally Barrier-Free Accessibility, "Clean Air" Compliance, Improvements, Recycling, and Energy Conservation</u> .....	20
	<u>Exhibit D – Special Provisions</u> .....	21-22

Landlord Initials: CH  
Date: 8-9-24

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PLANT AND PROPERTY

STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this 19th day of June 2024, by the following parties:

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

Name: David and Cindy Hicks

(individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 120 Main Street

Street Address (principal place of business)

<u>Colebrook</u>	<u>NH</u>	<u>03576</u>	<u>603-237-5531</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 Employment Security

Address: 45 South Fruit Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>603-228-4000</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: 118 Main Street, Suite 2A (2nd Floor)

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

<u>Colebrook</u>	<u>NH</u>	<u>03526</u>
City	State	Zip

The demise of the premises consists of: Approx. 545 square feet

(provide square footage of the leased space)

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

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

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

Commencing on the 1st day of October, in the year 2024, and ending on the 30th day of September, in the year 2026, unless sooner terminated in accordance with the provisions hereof.

Landlord Initials: CH  
Date: 8-9-24

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of two (2) year(s) commencing on the 1st day of October in the year 2024, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

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

4. **Rent:**

4.1 **Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:  
(insert month, date and year) October 1, 2024

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

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

5. **Conditional Obligation of the State:**

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

Landlord Initials: C.H.  
Date: 8-9-24

the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

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

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

Exceptions: \_\_\_\_\_

**OR:**

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

Exceptions: **Tenant shall be responsible for providing and making direct payment to service provider(s) for telephone, data, and/or cable/video services.**

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

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

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

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of:

**Providing offices for New Hampshire Employment Security "Workers Assistance Center" and regional services**

and for any other reasonable purposes that may arise in the course of the Tenant's business, as approved by Landlord.

8. **Maintenance and Repair by the Landlord:**

8.1 **General Provisions:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the

Landlord Initials: C.H.  
Date: 8-9-24

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

**8.2 Maintenance and Repair of Broken Glass:** The Landlord shall replace any and all structurally damaged or broken glass ~~the same day that they are~~ *within a reasonable time not to exceed two calendar weeks after being notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.*

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

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

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

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

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

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

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years,

Landlord Initials: CH  
Date: 8.9.24

except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.

- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

**8.8 Heating Ventilation and Air Conditioning (HVAC):** See Exhibit D for text replacing the standard provisions

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

~~A) Maintenance of Air Quality Standards: In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.~~

~~B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy, count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.~~

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

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

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

**8.10 Interior finishes and surfaces:**

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

Landlord Initials: C.H.  
Date: 8.9.24

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

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

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

**9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275-C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.4.3 "Minimum Requirements" (for new construction).

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

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

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

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

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

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or

Landlord Initials: C. K

Date: 8-9-24

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

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

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

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

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

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

**13. Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing

Landlord Initials: CH  
Date: 8.9.24

the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

**14. Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

**15. Insurance:** See Exhibit D for text replacing the standard provisions of Section 15. During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

**15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

**16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

**16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

**16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**17. Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by

Landlord Initials: C. D  
Date: 8-9-24

eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

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

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

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

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

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

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

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

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

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

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

Landlord Initials: C.H  
Date: 8.9.24

**20. Hazardous Substances:**

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

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

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

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

**20.5 Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

**20.6 Material Safety Data Sheets (MSDS)**

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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

**22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

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

**23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing

Landlord Initials: C. H  
Date: 8.9.24

maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Cindy Hicks  
Title: Co-Owner and Property Manager  
Address: 118 Main Street, Colebrook, NH 03576 Phone: 603-237-5531  
Email Address: hickshousewares@yahoo.com

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

TENANT'S CONTACT PERSON:

Name: Richard Lavers  
Title: Deputy Commissioner  
Address: 45 South Fruit Street, Concord, NH 03301 Phone: 603-228-4064  
Email Address: Richard.J.Lavers@nhes.nh.gov

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

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

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

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

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

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

**26. Personnel:**

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

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

Landlord Initials: C.H  
Date: 8-9-24

**28. Miscellaneous:**

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

*The rest of this page is intentionally left blank.*

Landlord Initials: C.H.  
Date: 8-9-24

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 Employment Security

Authorized by: (full name and title) George N. Copadis, Commissioner

*[Handwritten signature of George N. Copadis]*

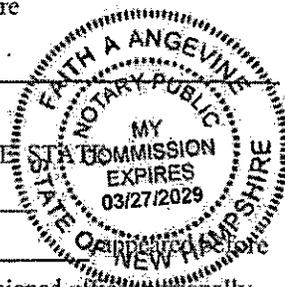
LANDLORD: (full name of corporation, LLC or individual) David and Cindy Hicks

Authorized by: (full name and title) Cindy Hicks

*[Handwritten signature of Cindy Hicks]*

Signature

Print: Cindy Hicks  
Name & Title



NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF New Hampshire COUNTY OF: Cross  
UPON THIS DATE (insert full date) 08-09-2024  
me (print full name of notary) Faith A. Angevine the undersigned officer personally  
appeared (insert Landlord's signature) Cindy Hicks  
who acknowledged him/herself to be (print officer's title, and the name of the corporation) \_\_\_\_\_

and that as such

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

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

*[Handwritten signature of Faith A. Angevine]*

**APPROVALS:**

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

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

Approval date: August 13, 2024

Approving Attorney: Duncan A. Edgar

Duncan A. Edgar, Assistant Attorney General

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

Landlord Initials: CH  
Date: 8-9-24

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

**EXHIBIT A  
SCHEDULE OF PAYMENTS**

**Part I: Rental Schedule:**

Year	Cost per square foot	Monthly Cost	Annual Cost
October 1, 2024 – September 30, 2025	\$18.72	\$850.00	\$10,200.00
October 1, 2025 – September 30, 2026	\$18.72	\$850.00	\$10,200.00
<b>Total for two (2) year term:</b>			<b>\$20,400.00</b>

**Part II: Additional Costs:**

**Accessibility Costs:**

Landlord and Tenant shall share the costs of installation of an automated door with push plates (Exhibit C, Part I, #5). Tenant's share of the cost shall be in accordance with the following schedule:

Cost	Cost Structure	Total Costs
Installation of Automated Door with Push Plates	Not to Exceed	\$1,500.00
<b>Total Accessibility Costs:</b>		<b>\$1,500.00</b>

Landlord Initials: C. H.  
Date: 8.9.24

## EXHIBIT B

### JANITORIAL SERVICES:

1. The Landlord shall be responsible for provision of Janitorial services (at the Landlord's sole expense) to the common areas of Premises, such as the shared entrances, elevator, stairwells, lobbies, and second floor common area rest room.
  - a. The common area entrances, elevator, rest room and corridors shall be vacuumed on an "as needed" basis providing reasonable cleanliness during all business hours, notwithstanding the foregoing, vacuuming shall be provided at least once per week.
  - b. Cleaning and provision of supplies to the 2nd floor Unisex "wheelchair accessible" public rest room shall be at least once per week, and include:
    - i. Provision of consumable supplies such as toilet paper, paper towels and soap.
    - ii. Cleaning to include:
      1. Vacuuming of floors
      2. Damp mop cleaning of floors as required
      3. Daily rubbish/trash removal
      4. Cleaning the sink and toilet
  - c. The Landlord shall dispose of all "bagged" office rubbish that the Tenant places in the central collection area of the Landlord's designation and choosing.
2. The Tenant shall be responsible for provision of Janitorial services (at the Tenant's sole expense) within Suite 2A which is their "exclusive use" area of the Premises, this responsibility shall include:
  - a. Provision of consumable supplies in the two small private restroom located within the Suite, including toilet paper, paper towels and soap
  - b. Cleaning of the two small private rest rooms
  - c. Cleaning of the office space within the Suite
  - d. Removal and disposal of office rubbish from waste receptacles, the rubbish shall be bagged and place for disposal(which shall be provided by Landlord) in a central collection area of the Landlord's designation and choosing.

Landlord Initials: C. / d  
Date: 8.9.24

## EXHIBIT C

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

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

**Part I** Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

1. Tenant shall install a code-compliant EXIT sign, with raised text and braille, at the proper height and dimensions, on the latch side of the exit door.
2. Tenant shall install a code-compliant sign, with raised text and braille and the international symbol for accessibility, at the proper height and dimensions, on the wall outside the restroom with the requisite clearance space below the sign.
3. Tenant shall reposition the paper towel dispenser in the restroom to provide twelve (12) inch clearance above the grab bar behind the commode.
4. Tenant shall reposition the toilet paper dispenser along the side wall, with a one-and-one-half inch (1 ½) clearance, below the grab bar, and at the correct distance from the centerline of the water closet.
5. Landlord shall install an automated door with push plates. Cost shall be allocated between Landlord and Tenant as agreed by the Parties.
6. Tenant shall install an entrance aid, including a video camera, an intercom, a posted sign of contact phone number, and a doorbell that allows communication from the entrance to Leased Premises.

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

Due to the lack of a central HVAC system, the Premises cannot conform with most provisions of the State of New Hampshire "Clean Indoor Air" Act which is predicated upon the existence of such systems. The Premises, therefore, shall not be tested for compliance with this Act.

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

**Part IV** Recycling:

The Landlord shall recycle waste products for which markets are available.

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

Landlord Initials: C. / d  
Date: 8.9.24

**EXHIBIT D  
SPECIAL PROVISIONS**

**MODIFICATION OF STANDARD PROVISIONS OF THE LEASE**

**Section 8.2 Maintenance and Repair of Broken Glass** The standard provisions of Section 8.2 are amended as follows:

The Landlord shall replace any and all structurally damaged or broken glass ~~the same day that they are~~ *within a reasonable time not to exceed two calendar weeks after being notified by the Tenant, or the damage is observed.* In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

**Section 8.4 Window Cleaning** The standard provisions are removed in their entirety.

**Section 8.8 Heating Ventilation and Air Conditioning ("HVAC")** The standard provisions of Section 8.8 are replaced as follows:

~~The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein.~~

There is no central HVAC system in the Premises. Therefore, the Tenant shall provide, install and maintain their own window mounted air conditioning units to furnish required cooling during summer months. The landlord shall maintain regularly and with due diligence the heating system service the Premises. Due to the lack of a central HVAC system the Premises cannot conform with most provisions of the State of New Hampshire "Clean Indoor Air" Act which is predicated upon the existence of such systems. The Premises, therefore, shall not be tested for compliance with this Act.

Any moisture incursions and/or leaks into the Premises shall be repaired immediately; this shall include ~~the repair and/or replacement of any HVAC component which caused the incursion,~~ and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- ~~A) Maintenance of Air Quality Standards: In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.~~
- ~~B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.~~
- ~~C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any/all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation~~

Landlord Initials: C. H  
Date: 8-9-26

~~as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.~~

**Section 9 Manner of Work, Compliance with Laws and Regulations** The standard provisions are removed in their entirety.

**Section 14 Assignment and Sublease** The standard provisions are removed in their entirety.

**Section 15 Insurance** The standard provisions of Section 15 are replaced as follows:

15. During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than ~~three million (\$3,000,000)~~ two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

**15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**Section 20 Hazardous Substances** The standard provisions are removed in their entirety.

Landlord Initials: C. H.  
Date: 8.9.24



David and Cindy Hicks  
120 Main Street  
Colebrook, NH 03576

4/24/2024

Erik Bal  
Counsel  
NH Employment Security  
45 South Fruit Street  
Concord, NH 03301

Re.: Worker's Compensation Insurance

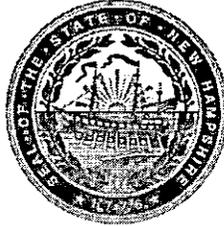
Dear Eric,

I'm writing to let you know the property at 118 Main Street, Suite 2A, Colebrook, NH 03526, is owned by David and Cindy Hicks. We do not have any employees and therefore we do not have a worker compensation policy.

Please contact me should you have any additional questions regarding the matter.

Sincerely,

Cindy Hicks



NH Governor's Commission on Disability  
Christopher T. Sununu, Governor  
Paul Van Blarigan, Chair  
Charles J. Saia, Executive Director

**To:** New Hampshire Department of Employment Security

**From:** Architectural Barrier Free Design Committee

**Date:** March 19, 2024

**Re:** LETTER OF OPINION, Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.15 (e) (4)

---

**Location:** 118 Main Street, Suite 2A, Colebrook, New Hampshire 03576, and as more particularly described in the lease agreement

**Term:** Two (2) years: May 1, 2024, to April 30, 2026

**Lessee:** New Hampshire Department of Employment Security

**Lessor:** David and Cindy Hicks, 120 Main Street, Colebrook, New Hampshire 03576

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.15 (e)(4), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the completion of the conditions, if any, listed in Exhibit A. The proposed lease was reviewed during the Architectural Barrier Free Design Committee's **March 19, 2024**, meeting.

Upon completion any applicable renovations, specified in the Lease Agreement, and any supportive Design-Build Specifications, Drawings or Sketches, and Parking Schematics, including but not limited to EXHIBIT B, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code, the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or state authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state-leased properties for compliance with the ADA, the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in the Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities, random site visits may be performed on an as-needed basis for compliance regarding accessibility.

The Lessee must provide to the GCD proof of completion via photographs, invoices, or as outlined above, or as outlined in the Exhibits A and B, for the items listed therein, and shall certify to the GCD that the conditions, outlined herein and as set forth in the Lease Agreement and related attachments, have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the ADA 2010 Accessibility Standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the GCD and/or the ABFDC.

The Lessee agrees that should the term of the lease, referenced above, be extended and/or amended, the Lessee will contact and state to the GCD that there have been no material changes to the property, and that all conditions issued by the ABFDC have been satisfied. If the Lessee is not able to render such a statement or if any of the previously issued conditions have not been met, then the proposed lease may need to be presented to the GCD and/or the ABFDC for their review.

Lessee will fully complete and submit a GCD approved ADA Checklist for Existing Facilities with photographs and applicable documentation every (10) ten years, or sooner if lease is renewed, extended, amended, or if construction or renovations are undertaken in any manner. On a case-by-case basis, and at the discretion of the GCD, Lessee may postpone completion of the ADA Checklist for Existing Facilities. Future review of existing and new documentation, as well as future physical site visits may be conducted at the discretion of the GCD and/or the ABFDC.

This Letter of Opinion is based upon a review of all provided documentation and photographs by the GCD and discussions by the Architectural Barrier-Free Design Committee regarding the premises and on the assurances of the Lessee for compliance therein.

Respectfully submitted by the **Architectural Barrier-Free Design Committee** on this **3rd** day of **April, 2024**.

*Eric Brand*

Eric Brand (Apr 3, 2024 15:57 EDT)

Eric Brand, Chair  
Architectural Barrier Free Design Committee

Cc: Charles J. Saia, Executive Director

**EXHIBIT A -- CONDITIONS:**

1. Lessee will install a code-compliant EXIT sign at the proper height and dimensions, and with raised text and braille on the latch side of the exit door, per § 216.4 of the 2010 ADA Standards for Accessible Design with proof of completion via photographs or invoices, submitted to the Governor's Commission on Disability by June 1, 2024.
2. Lessee will install a code-compliant sign at the proper height and dimensions, and with raised text, braille, and the international symbol for accessibility on the wall, outside the restroom with the requisite clearance space below the sign as per § 703 of the 2010 ADA Standards for Accessible Design with proof of completion via photographs submitted to the GCD by June 1, 2024.
3. Lessee will reposition the paper towel dispenser in the restroom to provide a twelve (12) inch clearance above the grab bar behind the commode as per § 609.3 of the 2010 ADA Standards for Accessible Design with proof of completion via photographs, submitted to the GCD by June 1, 2024.
4. Lessee will reposition the toilet paper dispenser along the side wall, with a one-and-a-half-inch (1½) clearance, below the grab bar, and at the correct distance from the centerline of the water closet as per § 604.7 & 609.3 of the 2010 ADA Standards for Accessible Design with proof of completion via photographs submitted to the GCD by June 1, 2024.
5. Although not required per the 2010 Standards of Accessible Design, as an ADVISORY of Best Practices of accessibility, it is recommended a portable amplifier device be on site, as an assisted listening accommodation. In addition, a sign depicting the International Symbol of Access for Hearing Loss should be posted in accordance with § 703.7.2.4 of the 2010 Standards for Accessible Design.
6. The entrance door to the leased property is in compliance with the 2010 ADA Standards. However, the ABFDC discussed and reviewed the entrance, to include input from a member of the public and nominee to become a member of the ABFDC, and has determined there are specific safety issues with entering and exiting the premises independently in a motorized wheelchair. The ABFDC requires the Colebrook location to provide an automated door with push plates, by June 30, 2024. The ABFDC understands the constraints to installing the automatic door by the completion date.
  - A) In the interim, the ABFDC requires NHES to provide an entrance aid, including a video camera, an intercom, a posted sign of contact phone number, and a doorbell, to allow communication for anyone needing assistance at the doorway.
  - B) In addition, the ABFDC requires multiple detailed photographs, taken from various angles, be submitted to further confirm the accessibility of the front entrance and egress of the Colebrook location, submitted to by June 30, 2024.

**EXHIBIT B – NONE**