

154

GAC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 18, 2024

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

REQUESTED ACTION

In Accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, New Hampshire 03045 (County) for leasing of State-owned property located in the Hillsborough County Superior Courthouse North located at 300 Chestnut Street, Manchester, NH, effective upon Governor & Council approval for the period of January 1, 2025 to December 31, 2028, for an amount not to exceed \$518,468.76. **100% Agency Income.**

Rental Income shall be deposited in the following account, Bureau of Court Facilities/Rent: 01-14-14-141510-20450000-406918.

The rental income to the State shall be as follows during the term:

| State FY | Amount |
|---------------|---------------------|
| 2025 | \$63,844.56 |
| 2026 | \$128,327.52 |
| 2027 | \$129,610.74 |
| 2028 | \$130,906.86 |
| 2029 | \$65,779.08 |
| Total: | \$518,468.76 |

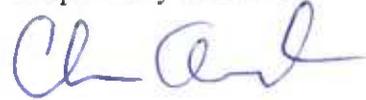
EXPLANATION

The County wishes to lease this State-owned property comprised of 9,433 square feet of office space on the lower level and first floor of the Hillsborough County Superior Courthouse North, located at 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business.

The NH Council on Resources and Development (“CORD”) committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within State-owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement. The agreement was also approved by the Long Range Capital Planning and Utilization Committee (Item# 24-037) on November 12, 2024.

Respectfully submitted



Charles M. Arlinghaus
Commissioner

Approved by the Long Range Capital Planning and Utilization Committee
November 12, 2024

LROP 24-037



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 371-3201 | Office@daa.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keans
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 9, 2024

The Honorable Mark McConkey, Chairman
Long Range Capital Planning and Utilization Committee
Office of Legislative Budget Assistant, State House – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

In Accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, New Hampshire 03045 (County) for leasing of State-owned property located in the Hillsborough County Superior Courthouse North located at 300 Chestnut Street, Manchester, NH, from January 1, 2025 to December 31, 2028, for an amount not to exceed \$518,468.76. 100% Agency Income.

The rental income to the State shall be as follows during the term:

| State FY | Amount |
|---------------|---------------------|
| 2025 | \$63,844.56 |
| 2026 | \$128,327.52 |
| 2027 | \$129,610.74 |
| 2028 | \$130,906.86 |
| 2029 | \$65,779.08 |
| Total: | \$518,468.76 |

EXPLANATION

The County wishes to lease this State-owned property comprised of 9,433 square feet of office space on the lower level and first floor of the Hillsborough County Superior Courthouse North, located at 300 Chestnut Street, Manchester, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and the County is well satisfied with the premises and benefits from close adjacency to daily court business.

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within State-owned courthouses. A copy of this letter is attached.

Respectfully submitted

Charles M. Arlinghaus
Commissioner

New Hampshire Council on Resources and Development

Office of Energy and Planning
7 Regional Drive, Concord, NH 03301
Voice: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,

A handwritten signature in cursive script, reading "MaryAnn Manoogian".

MaryAnn Manoogian
Chairman

cc: Peter Goodwin

AGREEMENT FOR USE OF PREMISES

This Agreement is made this 18 day of September 2024, by and between the State of New Hampshire, Department of Administrative Services, Bureau of Court Facilities ("Department"), with a place of business at the State House Annex, 25 Capitol Street, Concord, New Hampshire 03301 and the County of Hillsborough, acting by and through its Board of Commissioners ("County"), with a place of business at 329 Mast Road, Goffstown, New Hampshire 03045.

The Department of Administrative Services hereby grants to the County, for a period of (4) years, the right to use and occupy approximately 9,433 square feet of space (the "Premises"), as outlined in Exhibit A (attached herein), located at Hillsborough County Superior Court-North, 300 Chestnut Street, Manchester, N.H. The 9,433 square feet is comprised of: 3,459 SF of office space allocated to the Victims Witness Area on the lower level of the courthouse and 5,974 square feet of office space allocated to the County Attorney's Area on the first floor of the courthouse which includes the Sheriff's Office space. The County may use the Premises only for the purpose of providing the space as herein described and such other lawful uses incident thereto. The County shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The County shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The County shall have no right to access restricted areas in the courthouse.

The use and occupancy by the County pursuant to this Agreement is granted subject to the following conditions:

1. **Term:** The Term of this Agreement shall be four (4) years, commencing on January 1, 2025 and continuing through the 31st day of December 2028 unless terminated by either party as provided herein. Notwithstanding the term, the County may serve sixty (60) days written notice to the department of its intention to vacate the premises and upon quitting said premises shall have no further lease payment obligation. In the even the County quits the premises consistent with the preceding sentence, the State shall reimburse the proportional rent paid.
2. **Rent:** The County agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent: Total Square Footage of Premises is 9,433.

| Year | Term | SF Cost | Monthly Rent | Annual Rent |
|------|--|---------|--------------|--------------|
| 1 | January 1, 2025 to December 31, 2025 | 13.54 | \$10,640.76 | \$127,689.12 |
| 2 | January 1, 2026 to December 31, 2026 | 13.67 | \$10,747.16 | \$128,965.92 |
| 3 | January 1, 2027 to December 31, 2027 | 13.81 | \$10,854.63 | \$130,255.56 |
| 4 | January 1, 2028 to December 31, 2028 | 13.95 | \$10,963.18 | \$131,558.16 |
| | Total Rent Due for the Four-Year Term: | | | \$518,468.76 |

3. **Condition of Leased Premises:** The County has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.

4. Parking: The Department shall provide fifteen (15) reserved parking spaces assigned to the County for use at the Premises as shown in Exhibit B (attached herein) depicting County parking spaces numbered 1-15 on site plan.
5. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for the telephone and computer networking services. The County will pay directly to the provider all costs associated with their telephone services and computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
6. Janitorial Services and Maintenance by the Department: The Department shall provide janitorial services and maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. Provision of janitorial services shall include trash removal from the Leased Premises, and snowplowing or snow removal services for the parking areas and building entrances.
7. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, telephones, copiers, and other equipment at their sole expense. The County will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition normal wear and tear excepted.
8. Recycling: The County shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the County will partake and dispose of recyclable materials at the designated areas.
9. Repair of Damages to the Premises: The County shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the County, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the County and agreed to by the Department, the County shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property and the Department shall release the County from further obligation pertaining to the loss or damage. When requesting payment for loss or damage the Department shall submit an itemized invoice to the County documenting all costs.
10. Improvements and Renovations: No addition to or alterations or improvements of the Premises shall be made by the County without prior written consent of the Department, which consent shall not be unreasonably withheld.
11. Compliance with Laws: The County will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state, and local laws, rules regulations, and standards.
12. Quiet Enjoyment: The Department covenants and agrees that, subject to the provisions of Section 9, the County's quiet and peaceful enjoyment of the Premises shall not be subject to unscheduled disruptions or interference by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be scheduled with the County 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 County agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.

13. Insurance or Pooled Risk Coverage by the County: During the period this Agreement is in effect, the County shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, with respect to the Premises and the property for which the Premises are a part, property insurance and comprehensive general liability insurance, or pooled risk coverage. Such insurance or pooled risk coverage shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policies, if insurance is chosen over pooled risk coverage, shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each insurance policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each insurance policy shall name the Department as additional insured. In the event the County utilizes pooled risk coverage, the Department shall be named as an additional covered party but only with respect to claims arising solely out of the negligent acts or omissions of the County or its agents, within the scope of their employment, in connection with their use of the Premises and subject to the provisions of the pooled risk coverage document.
14. Self-insurance by the Department: The Department is an administrative unit of the "State of New Hampshire" and which is "self-insured."
15. Indemnifications: The County will defend and indemnify the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
 - 15.1. Acts or Omissions of the County: 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 Lease Premises, on account of or based solely upon the act, omission, fault, negligence or misconduct of the County, its agents, servants, contractors, or employees.
 - 15.2. County's Failure to Perform Obligations: On account of or resulting solely from, the failure of the County 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 being brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the County, upon notice from Department shall at County's expense resist or defend such action or proceeding.
 - 15.3. Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the County to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, and employees. Notwithstanding the foregoing, nothing

herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

16. Fire and Casualty: Should a substantial portion of the Premises, or the property of which they are a part, be substantially damaged by fire or other causality, the Department or the County may elect to terminate this Lease. When such fire or causality 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 or causality, until such time as the Department repairs the Premises, provided however, that the County may elect to terminate this lease if:
- a) Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises, or:
 - b) Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the County grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the County's fixtures, property, or equipment, or any award for the County's moving expenses.
17. Event of Default: Termination by the Department and the County:
- a) Event of Default: Department's Termination: In the event that:
 1. County's Failure to Pay Rent: The County 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:
 2. County's Breach of Covenants, etc.: The County shall default in the observation of or performance of any other of the County's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the County specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the County, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
 - b) Department's Default: County's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the County, and is not corrected within thirty (30) days of written notice by the County to the Landlord specifying such default and requiring it to be remedied, then the County at its option may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten 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 County, the Department shall cure such default within (30) days of written notice or within a reasonable alternative amount of

time agreed upon in writing by County, failing which, the County may terminate the Lease upon ten (10) days written notice to Department.

- c) 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.
18. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the County shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the County shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the County shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefor, or the Department may cause the property to be removed and the premises to be restored at the expense of the County and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
19. Assignment: This Agreement shall not be transferred or assigned.
20. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
21. Sovereign Immunity: Notwithstanding any provision of this Agreement to the contrary, no provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of any immunity, including sovereign immunity.
22. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
23. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
24. 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.
25. EFFECTIVE DATE OF AGREEMENT, Approval Contingency: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this agreement and the commencement of the Term, and any extension of thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of NH. It is further understood and agreed by the parties hereto that commencement of the initial Term is subject to additional parties having authority, including the Long Range Capital Planning and Utilization Committee on behalf of the Department, and this Agreement constitutes the entire agreement and understanding between the parties, and by the County Commissioners on behalf of the County of Hillsborough. This Agreement shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 18 day of September, 2024

The State of New Hampshire
Department of Administrative Services

By: [Signature]
Charles M. Arlinghaus, Commissioner

Hillsborough County, by its
Board of Commissioners

By: [Signature]
Title: Chairman

By: [Signature]
Title: Vice Chairman

By: [Signature]
Title: Clerk

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

Personally appeared before me the undersigned officers, the above named

TOMIN PAPPAS, ROBERT H. ROWE, MICHAEL P. SOULY known or satisfactorily proven to be the person whose names are signed above, and acknowledged that he/she executed this document in his/her capacity indicated above on this 18 day of SEPTEMBER, 2024.



[Signature]
Justice of the Peace/Notary Public

This is to certify that the above Agreement has been reviewed by the Department of Justice and approved as to form, substance, and execution this 16th day of October, 2024.

[Signature]
Signature

Approved by Governor and Council this _____ day of _____, 2024

Agenda Item No. _____.



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

| | | |
|---|------------------------------|--|
| Participating Member: Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045 | Member Number: 608 | Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716 |
|---|------------------------------|--|

| | Effective Date (mm/dd/yyyy) | Expiration Date (mm/dd/yyyy) | Limits - NH Statutory Limits They Apply |
|---|--------------------------------|---------------------------------|---|
| <input checked="" type="checkbox"/> General Liability (Occurrence Form) | 7/1/2024 | 7/1/2025 | Each Occurrence \$ 1,000,000 |
| <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence | | | General Aggregate \$ 2,000,000 |
| | | | Fire Damage (Any one fire) |
| | | | Med Exp (Any one person) |
| <input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any auto | | | Combined Single Limit (Each Accident) Aggregate |
| <input type="checkbox"/> Workers' Compensation & Employers' Liability | | | Statutory Each Accident Disease - Each Employee Disease - Policy Limit |
| <input type="checkbox"/> Property (Special Risk includes Fire and Theft) | | | Stacked Limit, Replacement Cost (unless otherwise stated) |

Description: Lease of space at Hillsborough County Superior Court-North. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.

| | | | |
|---|--|-------------------------------------|---|
| CERTIFICATE HOLDER: | <input checked="" type="checkbox"/> Additional Covered Party | <input type="checkbox"/> Loss Payee | Primex ³ - NH Public Risk Management Exchange |
| State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 116 25 Capitol St Concord, NH 03301 | | | By: <i>Waylaid Powell</i> |
| | | | Date: 9/17/2024 mpurcell@nhprimex.org |
| | | | Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax |

**CERTIFICATE FOR
MUNICIPALITIES**

I, Michael P. Soucy, of the County of Hillsborough, do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk for the Municipality documented above, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: September 18, 2024.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner of Administrative Services, providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the officials listed, the Hillsborough County Board of Commissioners, Toni H. Pappas, Chairman, Robert H. Rowe, Vice-Chairman and Michael P. Soucy, Clerk, on behalf of this Municipality are authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

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

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated:
 - a. Chairman, Board of Commissioners: Toni H. Pappas
 - b. Vice-Chair, Board of Commissioners: Robert H. Rowe
 - c. Clerk, Board of Commissioners: Michael P. Soucy

IN WITNESS WHEREOF: As the Clerk of this Municipality, I sign below upon this date: September 18, 2024.


Michael P. Soucy, Clerk

In the State and County of: New Hampshire, Hillsborough County.

NOTARY STATEMENT: As Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH, UPON THIS DATE, September 18, 2024, appeared before me, Carolyn Kirby, Esq., the undersigned officer personally appeared, Michael P. Soucy, who acknowledged himself to be Clerk of Hillsborough County and that being authorized to do so he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the Municipality.

In witness whereof I hereunto set my hand and official seal.


Carolyn Kirby, Esq.

