

## Sullivan County NH

**Type of meeting:** Board of Commissioners Public Business Meeting  
Minutes

**Date/Time:** Tuesday, July 1, 2008; 3 PM

**Place:** Remington Woodhull County Complex, 14 Main Street, Newport NH; 1<sup>st</sup> Floor Jury Assembly Room

**Attendees:** Commissioners Jeffrey Barrette - *Chair*, Bennie Nelson - *Vice Chair* (arrived later in meeting) and Ethel Jarvis - *Clerk*; Greg Chanis - *Interim County Administrator*; *Supt. DOC* Ross Cunningham; Ted Purdy - *S.C.H.C. Administrator*; *County High Sheriff* Michael Prozzo (arrived later); and Sharon Johnson-Callum (minute taker).

**Other attendees:** Doug King - NH State D.O.T.; Bill Royce - Local Sportsman Club Representative; Bard Flanders - Unity Conservation Commission Chair and Unity Planning Commission Vice Chair; State County Delegates Larry Converse and Peter Franklin (arrived later in meeting); and Mr. Dole.

**3:03** The Chair, Jeff Barrette, opened the meeting and led all in the *Pledge of Allegiance*.

### **Agenda Item No. 1 Sportsman Club, Firing Range Update**

The Chair noted they'd skip this item until Commissioner Nelson arrived.

### **Non Agenda Item - New Account @ Laconia Savings Bank**

Mr. Chanis noted, as a result of the County Treasurer receiving approval to go with the bid received from Laconia Savings Bank, a new account will need to be opened; in order to open the account, a check in the amount of \$1,000 needs to be made payable to Laconia Savings Bank; all should be done by tomorrow.

**3:04** Commissioner Jarvis moved to authorize the Interim County Manager [Administrator], as we have no budget, to make a \$1,000 PO, open the savings account at Laconia Savings bank, for the purpose of accepting the loan funds and to release the check. Commissioner Barrette seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously. Commissioner Nelson was absent for the vote.

**Agenda Item No. 2. NH State DOT Doug King, Box Culvert Discussion**

Mr. King brought forth pictures of the Unity culvert work site [off the County Farm Road] and a copy of NHDES Wetland and Non-Site Specific Permit 2005-00470 [Appendix A.1.-7.]. They will remove the current box culvert and place a corrugated 57" X 38". X 38-foot pipe arch, extended six feet. He anticipates the work to commence the end of July, first part of August; to shut down the road for 1 day - possibly open one lane throughout the evening; place two variable message boards and paper signs to indicate work and traffic detours; sending out a press release and removing debris material. He indicated Unity Select Board unanimously approved work and detour on the town's road.

*3:07 Commissioner Nelson arrived.*

Mr. Chanis noted the proposed work should not affect the County as there is another road going out; plus, they'd alert all employees and regular emergency organizations in advance, if given a few weeks notice by the State DOT. Mr. Chanis expressed his gratitude to NH State for the proposed work.

**3:12 Commissioner Nelson moved to allow NH State DOT, to place the new box culvert, shut down traffic, with our appreciation; "thank you NH State". Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

*3:13 Mr. King left the meeting.*

**Agenda Item No. 1 Sportsman Club, Firing Range Update**

Mr. Chanis noted he met with the sportsman club reps, the DOC Supt and Sheriff, to look at another possible firing range site out from the nursing home / jail site. The Commissioners were provided copies of a draft proposal from the club, which included: possible scope of work and approximate cost, the club's requirements from the County, a rough field drawing, an example of firing range rules, and an example of firing range definition drawings [Appendix B.1-9].

*3:15 Sheriff Prozzo arrived.*

Mr. Royce confirmed the rifle range design would be 6-8 stands and would have dirt berms. Mr. Chanis and Supt Cunningham viewed the sportsman club's staked out area, noted it was quite a distance from the closest building, and is certainly suitable. Commissioner Jarvis requested Mr. Chanis to investigate if a change of use of the property would change anything with

the Unity Planning Commission. Commissioner Barrette suggested a site tour prior to their next meeting, 7/15<sup>th</sup>. Sheriff Prozzo has not had time to discuss the sportsman club proposal with the club, but reiterated the need for a firing range for law enforcement in the county. He feels it's a suitable location. Sheriff pointed out there is a lot of work to be done, a lot of investment from the sportsman club, and they still need to hold discussions regarding usage, once the Board feels this is appropriate solution to the problem. Sheriff confirmed the County and local law enforcement could build a range at less cost, but they would not repair the road. Commissioner Jarvis and Nelson noted the Sheriff should feel this is his range, not the sportsman club's, and that Sheriff takes first priority. Sheriff Prozzo confirmed he had removed the salt shed firing range site from the table as his goal is not to infringe upon property neighbors, and that the new site works fine. Supt. Cunningham concurred either property is suitable; the site by the nursing home slopes up hill, while the other is level. Commissioner Barrette expressed favor towards the site by the nursing home, as its isolated and should not have adverse affects on abutters. Mr. Royce confirmed the sportsman club membership is around 100 people, with 90% from this county. He noted the club is committed to making the project safe and public would be welcome for a fee at \$5.00, when a range officer is on duty. Commissioner Barrette suggested Mr. Chanis check channels needed to be addressed with the Town of Unity and liability issues with Primex, allow the Board the chance to do a site tour on the 15<sup>th</sup>, and, then if the Board is agreeable - sit down and hammer out an agreement, with all parties, then bring the plans to the public. Mr. Chanis requested a copy of the sportsman club's insurance agreement from Mr. Royce; he will then contact the County's insurer. Mr. Flanders suggested, as Chair of Unity Conversation Commission, Vice Chair of Unity Planning Board, and with 25 years of law enforcement experience, in order to expedite matters, invite him to the 15<sup>th</sup> site tour/meeting and he'd keep Unity up to date on the proceedings. The Board decided to meet 2 PM, July 15<sup>th</sup> at the Nursing Home Living Room for a site tour of the proposed firing range. Mr. Royce confirmed he'd supply a detailed site plan germane to the proposed firing range area. Mr. Chanis briefed the group on the corn crops currently planted in the range area, and to be respectful of the area if placing more stakes. Commissioner Jarvis requested Sheriff Prozzo to investigate grant opportunities available to assist in building the proposed range. Commissioner Jarvis requested Mr. Chanis check RSA's pertaining to County land, as there is one regarding County properties with value of \$5,000 or more, when leasing, it has to be brought before the Delegation.

**Non Agenda Item      Judkin's Property Conservation Easement**

Mr. Flanders confirmed Unity Conservation Commission has most all funds; he received confirmation today the check, for \$20,000, should be made payable to "County of Sullivan NH" and anticipates dropping that off Monday; he brought with him papers requiring the Boards signature, plus they need to be notarized. It was noted a copy of the easement was just given to the

Board [Appendix C]. He pointed out where language in the document was updated, per previous discussions. The group requested Ms. Johnson-Callum attain the Delegation minutes reflecting their voted approving the easement.

*3:55 Ms. Johnson-Callum left the room to attain a copy of the Delegation minutes, of June 30, 2000 [Appendix D.1-2], and returned with the minutes and with Ms. Violette, who notarized the signing of the document [Appendix E]*

**4:08 Commissioner Jarvis moved to have the County Manager [Interim County Administrator] sign the conservation easement deed to the Judkin's property to the Town of Unity for the sum of \$20,000. Commissioner Nelson seconded the motion. There was no further discussion. A voice vote was made. The motion carried, unanimously.**

*(Mr. Flanders left to attain clarity on completion of certain form he had, but returned to advise he was unable to reach anyone. The Board noted he has their approval and if he needs other signatures, to stop by the office. Mr. Flanders confirmed he would send a copy of the fully ratified agreement to Ms. Johnson-Callum)*

### **Agenda Item No. 3. DOC Superintendent's Report**

#### Agenda Item No. 3.a. Census

Superintendent Cunningham distributed copies of the DOC current census [Appendix F.1-2].

#### Agenda Item No. 3.b. Staffing

Superintendent Cunningham distributed copies of the staffing report [Appendix G].

#### Non Agenda – Superintendent's upcoming schedule

Mr. Cunningham noted the Board previously received his vacation and NIC training schedule. He noted the County's cost for him to attend the NIC training, would be just for breakfast, evening meals and a ride to and from the NIC conference, motel and airport.

### **Agenda Item No. 4. Interim County Manager Report**

Mr. Chanis is in progress of drafting a memo to department heads to advise they are operating under a continuing resolution for FY09 and guidelines on how to operate until the budget is passed by the Convention.

#### Agenda No. 4.a. Draft Financial Position Job Description

Mr. Chanis distributed copies of various financial position job descriptions:

1. one developed by the County and filed with HR [Appendix H.1-3]

2. the other he created based on his research [Appendix I.1-3]

Mr. Chanis confirmed he met with Mr. Earl Blanchard, who is happy to assist the County in developing a job description, but requested the Board to conduct a formal motion.

**4:20 Commissioner Nelson: I move the Board formally ask Earl Blanchard for help in reviewing our operations and making suggestions to what we need in finance and accounting areas. Commissioner Jarvis seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.**

Commissioner Barrette confirmed the board would review the description samples and revisit the issue at their meeting July 15<sup>th</sup>.

**Non Agenda Item – MOU by and between the NH Counties and NH DHHS**

Mr. Chanis noted the Board just received the final MOU between the NH Counties and NH DHHS [Appendix J.1-7], regarding the transition with HB2, which requires the Chair's signature. The group discussed the MOU and attachments. Mr. Chanis confirmed the credit would be taken off the first bill for the year. NHAC requested all County Chairs sign and fax back the signature page.

**4:24 Commissioner Nelson moved to authorize the Chair to sign the MOU between counties and NH State DHHS pertaining to HB 2. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

Mr. Chanis noted the County has a choice of making payments two ways:

1. taking the cap and dividing it by 12, or
2. waiting for the invoices, confirming each invoice accuracy, and making payments up to the cap.

Mr. Chanis recommends the latter option. Commissioner Barrette concurred.

Agenda Item No. 5.a. Laconia Savings Bank Forms From Sullivan County Health Care Activities Department

Ms. Johnson-Callum noted she received a package which included two Laconia Savings Bank forms from Ann LaBelle and Julie Woodman, representing the Alex Ungrin CD and Savings accounts – these are restricted funds for the purpose to purchase materials and supplies for recreation of Occupational Therapy for the residents; the forms require signatures from the Chair and Clerk to update the signatures on the accounts.

**4:30 Commissioner Nelson moved for the Chair and Clerk to sign the forms. Commissioner Jarvis seconded the motion. Discussion: Commissioner Jarvis questioned if there were other accounts that still needed this to be done? Ms. Johnson-Callum noted she thought they had done some at a previous meeting; but that this would be a good question for the Commissioner to ask the Nursing Home Trust Fund Committee. She noted an e-mail reminder to convene the committee was sent out earlier today. Ms. Johnson-Callum pointed out one of the forms was signed by Mr. Farrand and Ms. Fletcher, but they neglected to sign the other, so this would be sent back to them to ratify. A voice vote was taken. The motion carried, unanimously.**

Agenda Item No. 5.b. Organizational Chart Review & Ratification

Mr. Chanis noted the Board was contemplating finalizing the organizational chart to reflect the current chart, for purpose of standardization. Mr. Chanis distributed copies of the current County Manager job description on file with HR [Appendix K.1-3]. Mr. Purdy expressed his interest in having direct oversight/authority over all employees in the nursing home, per RSA's, as his license was on the wall; this would mean workers that are currently under the oversight of Mr. Chanis and Ms. Presch. He also discussed the option of using maintenance employees like a contracted position, with any requests received from the nursing home taking first priority. Commissioner Barrette confirmed he'd take that under consideration. Commissioner Nelson inserted "lets not fix something not broken". Commissioner Barrette questioned where Mr. Purdy felt potential pitfalls in his license fell without this direct supervision and requested him to consider that when they bring this to the next meeting for discussion. Mr. Purdy confirmed he'd e-mail the RSA to the Board. Commissioner Jarvis feels the majority of NH State survey issues stemmed with Facilities Department issues, and did not concur with Commissioner Nelson's statement that it was not broken. Superintendent Cunningham pointed out DOC shares Facilities & Operation resources, using a maintenance worker at the DOC Monday – Friday, but understands priorities; he discussed how grievances/appeals used to go before the County Manager, then termination to the Board; as far as Maintenance Department, they are here to serve the entire County departments.

**Agenda Item No. 6 Public Participation**

Representative Converse noted he'd toured the proposed firing range site and questioned who was farming the area? Mr. Chanis confirmed Mr. MacGlaflin has a lease to cut hay and plant corn, which keeps the fields open, rather than the County paying the cost to mow. Representative Converse questioned when the lease expires? Mr. Chanis indicated he believes it's 2010 [Master Contract List illustrates 5/21/2009]. Rep. Converse proposed any future lease include language for the leaser to maintain the road. Mr. Chanis noted the road was in farm equipment condition, a couple times a

year they throw gravel down, but tractors are able to cross it with no problem. Rep. Converse noted he saw a wagon with ¾ in. tubing in the area. Mr. Chanis confirmed he'd investigate the wagon issue.

Commissioner Barrette expressed interest in designating certain County property for community use.

Representative Converse noted he had old correspondence from former DOC Superintendent, LaPointe, and inquired on the status of the income tax problem she brought to his attention; was the County considering helping her? Commissioner Nelson confirmed the Board wrote a letter to LaPointe's tax advisor. Commissioner Jarvis noted the issue was not resolved. Mr. Chanis is unsure if it was ever determined that the original 1099 was incorrect. Commissioner Jarvis and Barrette requested Mr. Chanis check the format, as they would be running into the same situation with Mr. Gil de Rubio's tax form. Ms. Johnson-Callum noted she thought the situation had something to do with the format of the 1099's produced on the old software vs. new system, and suggested they speak with Ms. Violette. Mr. Chanis confirmed he'd check into this further. The group also debated whether 1099's could be produced in advance of the end of the year.

Rep. Converse questioned if the Newport building would be open July 8<sup>th</sup> @ 5 PM for the Delegation to reconvene [the FY09 Convention]? Mr. Chanis assured him it would be.

Rep. Franklin noted RSA's require both County nursing homes and jails to report in the county [annual] report total cost of each; and, for the last few years this had not been done. Ms. Johnson-Callum pointed out department actual expenses and revenues are reported each year in the report. Rep. Franklin noted the RSA intent is that each must show a detailed cost, separately.

*5:01 Mr. Purdy and Mr. Cunningham both left the meeting.*

#### **Non Agenda Item – FY08 County Audit**

Mr. Chanis noted the County's pre-audit [by Melanson Heath & Co.] was in progress.

#### **Non Agenda Item – Sheep and Horse Grazing Update**

Mr. Chanis confirmed he was working on a draft agreement for both proposals for sheep and horse grazing on County property.

## **Agenda Item No. 7 Meeting Minutes Review**

### Agenda Item No. 7.a. June 3, 2008 Public Meeting Minutes

Commissioner Jarvis provided a copy of the draft with her corrections for Ms. Johnson-Callum.

**5:06 Commissioner Nelson moved to approve the [6/3/08] public meeting minutes as corrected. Commissioner Jarvis seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.**

### Agenda Item No. 7.b. June 3, 2008 4:55 PM Executive Session Meeting Minutes

**5:07 Commissioner Jarvis moved to approve and unseal the 6/3/08 4:55 p.m. Executive Session meeting minutes. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

### Agenda Item No. 7.c. June 3, 2008 5:48 PM Executive Session Meeting Minutes

**5:08 Commissioner Jarvis moved to accept and release the 6/3/08 5:48 PM Executive Session meeting minutes. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

### Agenda Item No. 7.d. June 17, 2008 Public Meeting Minutes

Ms. Johnson-Callum mentioned these were distributed earlier today.

**5:10 Commissioner Nelson moved to approve, as printed, [the 6/17/08 public meeting minutes]. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

### Agenda Item No. 7.e. June 17, 2008 7 PM Public Hearing Minutes

It was noted the typed minutes were in progress.

### Non Agenda Item – Other Sealed Executive Session Minutes

Ms. Johnson-Callum reminded the Board of previously approved, but sealed, Executive Session minutes needing to be reviewed and released; as the Union Contract was approved, these would be added to the 7/15/08 agenda.

### **Non Agenda Item – Non Union Employee Health Care Changes**

The Commissioners and Mr. Chanis discussed non-union health care options, old vs. current and the bargaining agreement. Mr. Chanis noted he met with supervisors of non-union employees to discuss union vs. non-union benefits; those who attended, plus other non-union employees, have expressed strong

negative feelings towards any proposal the County would make towards the parity of non-union and union benefits. The group discussed some of the differences: health care co-pays, employee costs, rebates for not taking insurance, earned time.

**6:00 Commissioner Nelson moved they go into executive session for personnel issues. This motion failed, as there was no second.**

Commissioner Barrette proposed scheduling a meeting between the Board and supervisors of non-union personnel, in Executive Session. Commissioner Barrette and Nelson noted they were lead to believe the abuse of ET was mainly Union and would like that confirmed. Mr. Chanis noted, in general, most employees would understand parity in health insurance benefits. Mr. Chanis confirmed he'd compile a simple spreadsheet showing comparisons. He discussed the proposed savings switching non-union to the union health care plan. Commissioner Barrette suggested they look at actual issues involved to take non-union new hires and place them on a defined benefit package, while grand-fathering the current non-union employees.

The Board decided to hold the following meetings:

- ◇ Thurs, July 10<sup>th</sup> Newport 8 a.m. in Executive Session per Personnel Issue with Supervisors of Non-Union Employees
- ◇ Thurs, July 10<sup>th</sup>, Newport 9 a.m. meeting with Non-Union employees.
- ◇ Friday, July 11<sup>th</sup>, 3:30 PM, Unity – Ahern Building with Non-Union Unity employees.
- ◇ Special note: warn as special Commissioners meeting with the purpose to discuss the possible plan to switch from the Primex employee health plan [the one effective 7/1/08 – of HMO High \$5 Option], to the one the Union ratified [HMO Mid \$10 Option], in attempt to get all employees of Sullivan County enrolled in the same plan; plus to allow feedback regarding parity between union and non union employees for union vs. non union benefits.

**6:13 Commissioner Jarvis moved to adjourn the meeting. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

*Respectfully submitted,*



*Ethel Jarvis, Clerk*  
*Board of Commissioners*

EJ/s.j-c.

Date signed: 7-23-08



Sullivan County NH, Board of Commissioners  
AGENDA

**REGULAR BUSINESS MEETING**  
**Tuesday, July 1, 2008, Time 3 PM**

Place: Sullivan County Newport Complex  
14 Main Street, Newport NH 03773 – Jury Assembly Room

- |      |           |    |    |   |
|------|-----------|----|----|---|
| 3:00 | PM – 3:20 | PM | 1. | Sportsman Club, Firing Range Update   |
| 3:20 | PM – 3:30 | PM | 2. | NH State D.O.T., Doug King – Box Culvert Discussion   |
| 3:30 | PM – 3:45 | PM | 3. | DOC Superintendent's Report<br>a. Census<br>b. Staffing   |
| 3:45 | PM – 4:00 | PM | 4. | Interim County Manager's Report<br>a. Draft Financial Position Job Description  |
| 4:00 | PM – 4:15 | PM | 5. | Commissioners' Report<br>a. Laconia Savings Bank; forms to change signers on two accounts<br>b. Organizational Chart Review & Ratification  |
| 4:15 | PM – 4:25 | PM | 6. | Public Participation  |
| 4:25 | PM – 4:30 | PM | 7. | Meeting Minutes Review<br>a. June 3, 2008 Public Meeting Minutes<br>b. June 3, 2008 4:55 PM Executive Session Meeting Minutes<br>c. June 3, 2008 5:48 PM Executive Session Meeting Minutes<br>d. June 17 Public Meeting Minutes (Typed format in progress)<br>e. June 17 7 PM Public Hearing Minutes (Typed format in progress) |
| 4:30 | PM        |    | 8. | Adjourn meeting   |



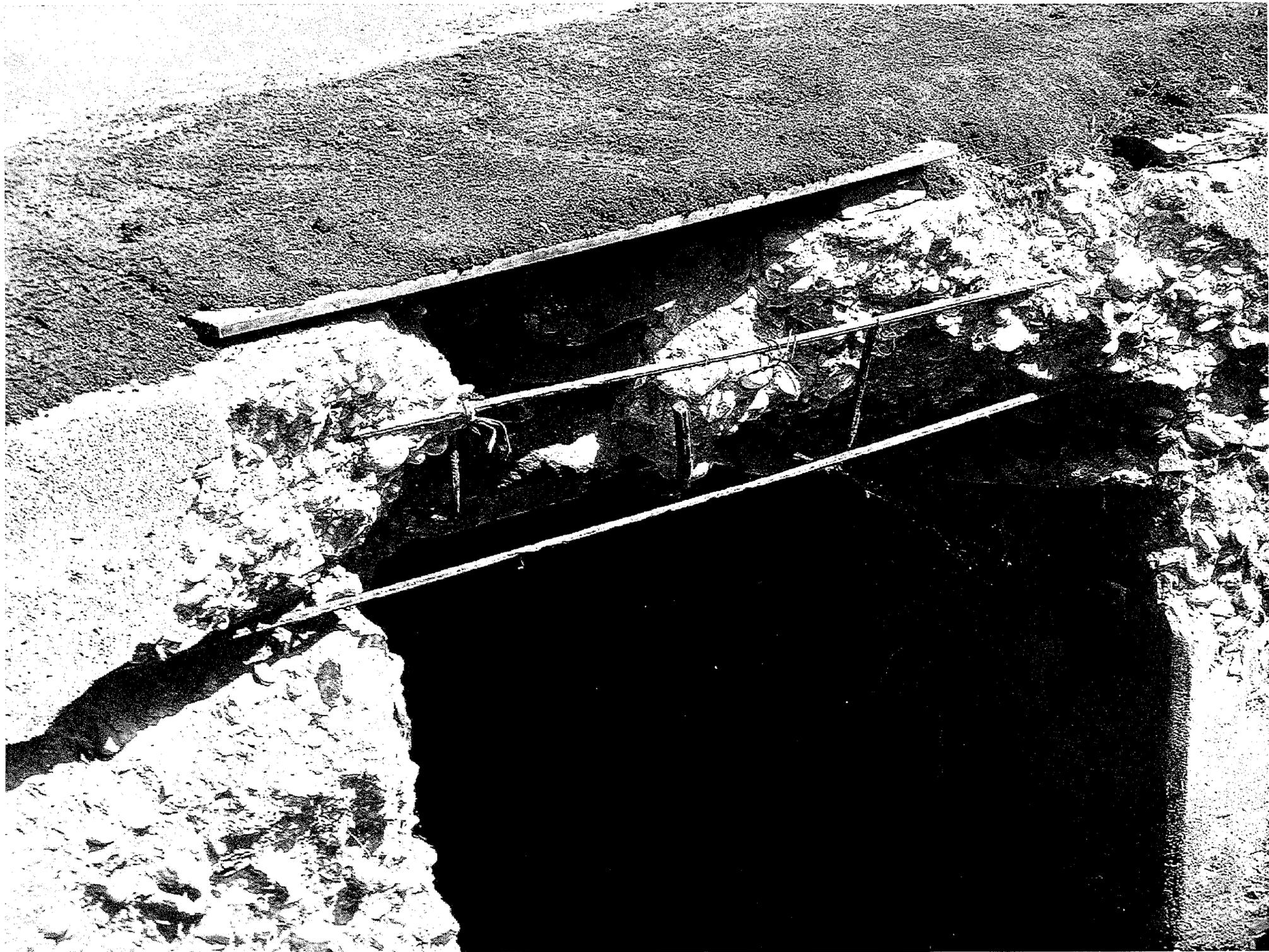
Sullivan County NH, Board of Commissioners  
AGENDA

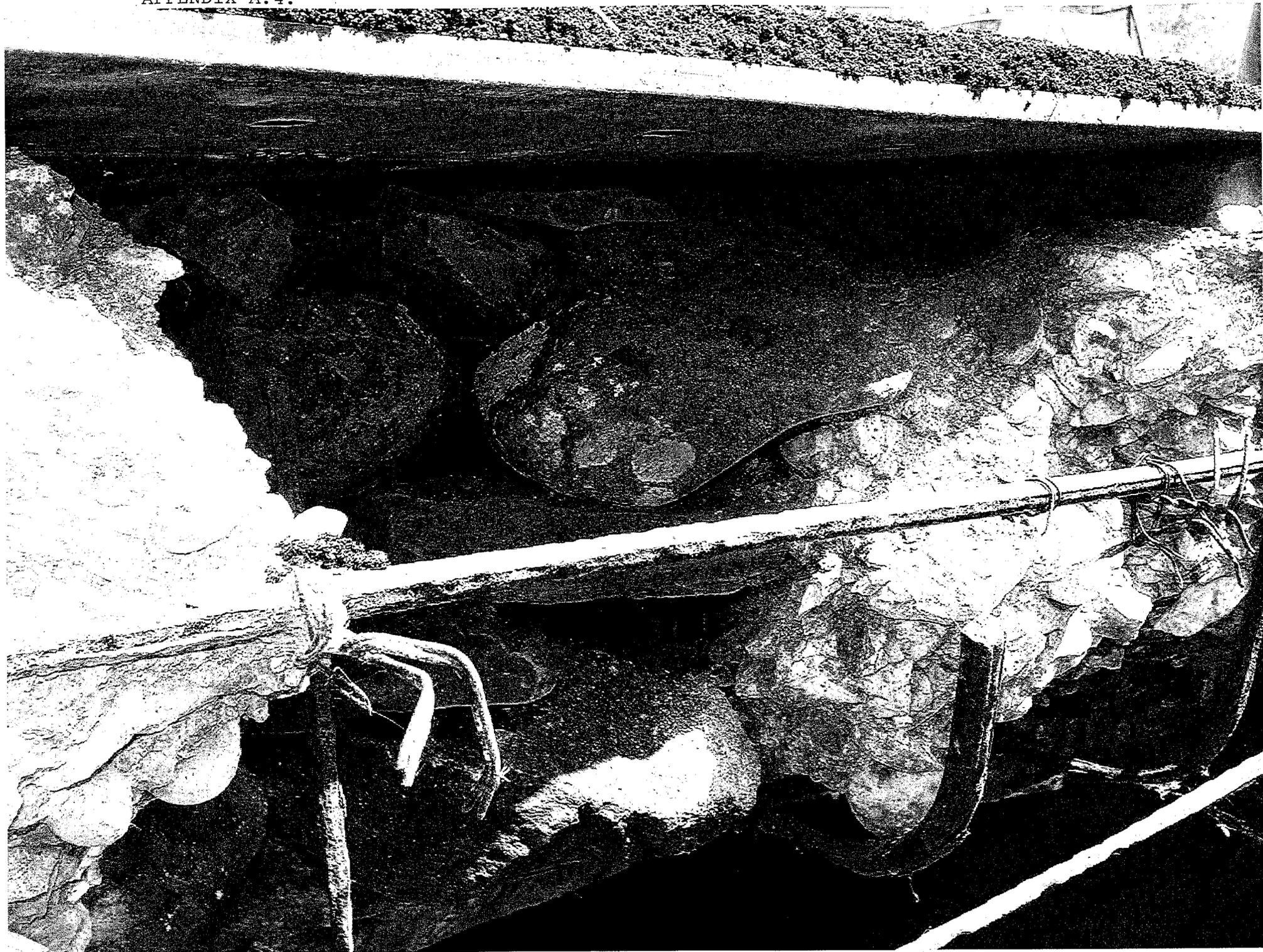
*Upcoming Events:*

- **Jul. 8<sup>th</sup>, Tue. FY 09 County Proposed Budget Convention Reconvenes.**
  - **Time: 5 PM. Place:** Newport – 14 Main Street. Jury Assembly Room – 1<sup>st</sup> Floor.
  
- **Jul 15<sup>th</sup>, Tue. Next Board of Commissioners meeting.**
  - **Time: 3 PM. Place:** Unity, Sullivan County Health Care Facility, 1<sup>st</sup> Floor, Recreation Room.











State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
(603) 271-2147 FAX (603) 271-6588



WETLANDS AND NON-SITE SPECIFIC PERMIT 2005-00470

Permittee: NH Dept of Transportation, PO Box 483 Concord, NH 03301  
Project Location: Country Farm Rd, Unity  
Unity Tax Map/Lot No.  
Waterbody: Chase Brook

**NOTE --  
CONDITIONS**

APPROVAL DATE: 07/01/2005 EXPIRATION DATE: 07/01/2010

Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

**PERMIT DESCRIPTION:** Replace a 4 ft. x 3 ft. concrete box culvert with a corrugated 57 in. x 38 in. x 38 ft. pipe arch (extended 6 ft.) and end sections impacting 301 sq. ft. (85 sq. ft. temporary). NHDOT project #M215-15.

**THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:**

1. All work shall be in accordance with plans by NHDOT as received by the Department on March 10, 2005.
2. Dredged material shall be placed out of the DES Wetlands Bureau jurisdiction.
3. Appropriate siltation/erosion/turbidity controls shall be in place prior to construction, shall be maintained during construction, and shall remain until the area is stabilized.
4. Construction equipment shall not be located within surface waters.
5. Within three days of final grading in an area that is in or adjacent to wetlands or surface waters, all exposed soil areas shall be stabilized by seeding and mulching during the growing season, or if not within the growing season, by mulching with tack or netting and pinning on slopes steeper than 3:1.
6. The contractor responsible for completion of the work shall utilize techniques described in the DES Best Management Practices for Urban Stormwater Runoff Manual (January, 1996) and the Stormwater Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire (August, 1992).
7. Extreme precautions to be taken within riparian areas to limit unnecessary removal of vegetation during road construction and areas cleared of vegetation to be revegetated as quickly as possible.
8. There shall be no further alteration to wetlands or surface waters without amendment of this permit.
9. Proper headwalls shall be constructed within seven days of culvert installation.
10. Work shall be done during low flow.

**GENERAL CONDITIONS WHICH APPLY TO ALL DES WETLANDS PERMITS:**

1. A copy of this permit shall be posted on site during construction in a prominent location visible to inspecting personnel;
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others;
3. The Wetlands Bureau shall be notified upon completion of work;
4. This permit does not relieve the applicant from the obligation to obtain other local, state or federal permits that may be required (see attached form for status of federal wetlands permit);
5. Transfer of this permit to a new owner shall require notification to and approval by the Department;
6. This permit shall not be extended beyond the current expiration date.
7. This project has been screened for potential impacts to **known** occurrences of rare species and exemplary natural communities in the immediate area. Since many areas have never been surveyed, or have received only cursory inventories, unidentified sensitive species or communities may be present. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding such communities or species.

APPROVED: *Erin Infante*  
DES Wetlands Bureau

BY SIGNING BELOW I HEREBY CERTIFY THAT I HAVE FULLY READ THIS PERMIT AND AGREE TO ABIDE BY ALL PERMIT CONDITIONS.

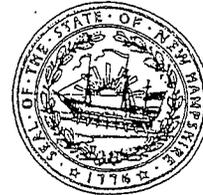
*Douglas R. King*  
OWNER'S SIGNATURE (required)

*Douglas R. King*  
CONTRACTOR'S SIGNATURE (required)



State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES

6 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095  
(603) 271-2147 FAX (603) 271-6588



NOTICE TO RECIPIENTS OF MINOR IMPACT N.H. WETLANDS PERMITS

Your permit was approved by the New Hampshire Wetlands Bureau as a minor impact project, and your project will be reviewed by the U.S. Army Corps. of Engineers for possible approval under the Army Corps New Hampshire State Programmatic General Permit - SPGP. The Army Corps will notify you within thirty (30) days if they will require additional information or an individual federal permit application.

If you do not hear from the Army Corps within thirty (30) days, and your project meets the conditions of the SPGP (attached), your project will automatically be approved under the SPGP. You should contact the Army Corps, at 1-800-343-4789, if your project does not meet the conditions of the SPGP.

NO WORK SHOULD BE DONE WITHOUT AUTHORIZATION FROM THE ARMY CORPS UNLESS THIRTY (30) DAYS HAVE PASSED AFTER N.H. WETLANDS BUREAU APPROVAL, AND ALL CONDITIONS OF THE SPGP ARE MET.

THESE APPROVALS DO NOT RELIEVE YOU FROM OBTAINING ANY NECESSARY LOCAL PERMITS THAT MAY BE REQUIRED BY YOUR TOWN.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO GIVE US A CALL AT 603-271-2147

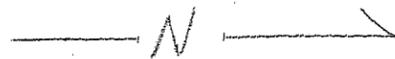
\*\*\*\*\*

THIS NOTICE WAS SENT WITH MINOR IMPACT PERMIT # 2005-0470 ON 7-5-05 BY NLP

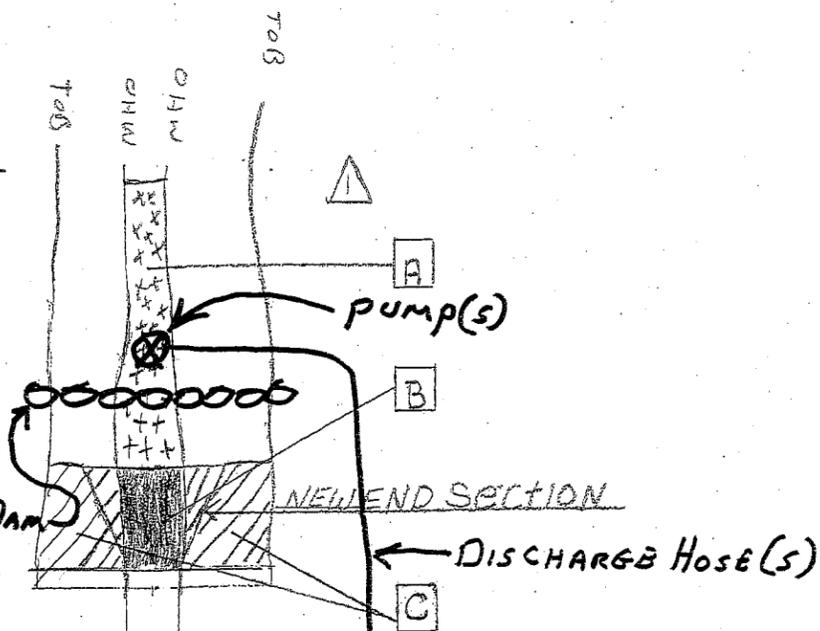
CC: U.S. ARMY CORPS. OF ENGINEERS

*Recorded  
7-11-05  
PMM*

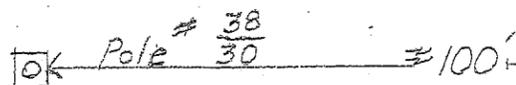
# CONSTRUCTION SEQUENCE / EROSION CONTROL PLAN



AREA	DIMENSION
A	15' x 3'
B	4' x 6'
C	5' x 6' + 5' x 6'
D	3' x 12'
E	4' x 12' + 4' x 12'
F	10' x 4'
BANK	6' + 6' + 12' + 12'
STREAM	6' + 12'



Unity
M-215-15
County Farm Rd.

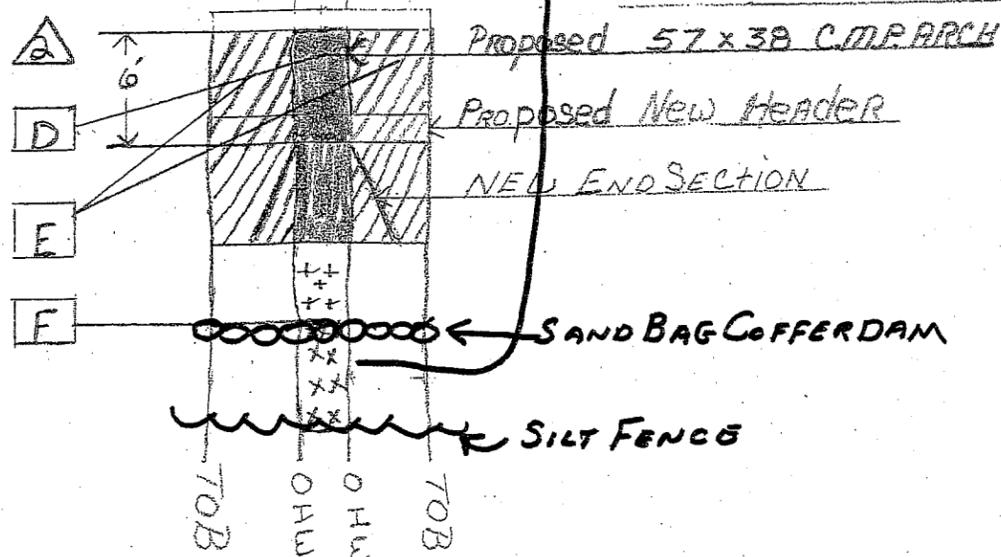


## SEQUENCE OF OPERATIONS

- 1) CONST. SILT FENCE & SAND BAG COFFERDAMS.
- 2) DEWATER AND PUMP CLEAN WATER AROUND SITE.
- 3) REMOVE EXIST. BOX.
- 4) INSTALL NEW CMP ARCH & END SECTIONS.
- 5) STABILIZE SITE.
- 6) REMOVE EROSION CONTROL MEASURES WHEN SITE STABILIZED.

County Farm Rd.

To County Farm



Plan View
Scale = 1" = 10'
DRAWN BY
DATE



P.O. Box 1384  
Claremont, NH 03743

## Draft

The Sullivan County Sportsmen, would like to thank the Commissioners for giving us this time.

We would like to start out by saying we know there's a lot of work to be done. The Sullivan County Sportsmen are committed to this work.

Here is a list of work that we feel needs to be done. The over all cost could run as high as \$40,000.00- \$50,000.00 .

- 1: Gate out front
- 2: Road repairs to Range
- 3: Excavation of Range area
- 4: Build berms
- 5: Shooting Tables covered
- 6: Shed to hold equipment
- 7: Signs around the area
- 8: Work with local Law Enforcement dept.



P.O. Box 1384  
Claremont, NH 03743

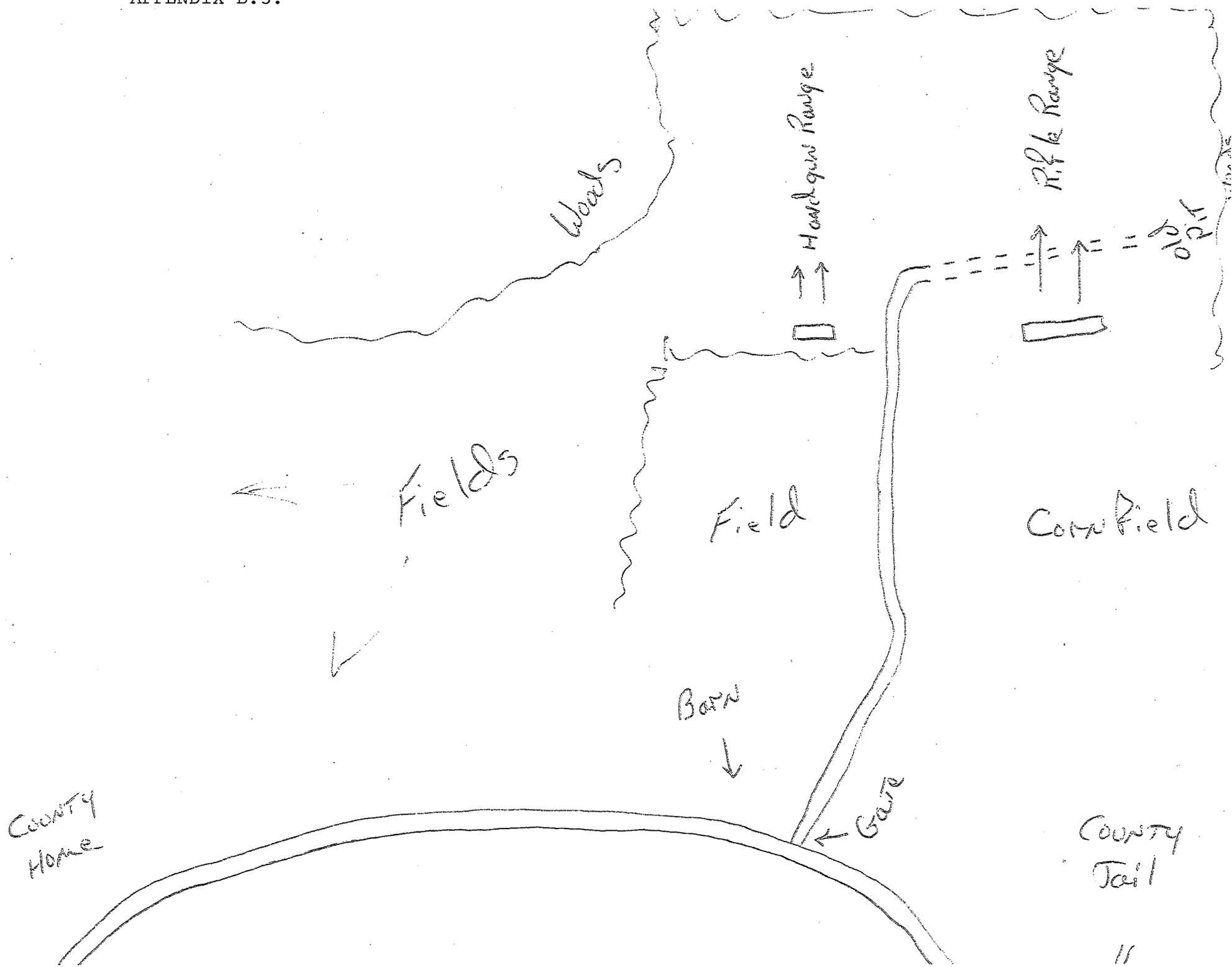
## Draft

The Sullivan County Sportsmen will ask the commissioners to look at some of the request, we would like in order to move forward.

- 1: We would like to start with a 50yr lease
- 2: Membership is around 100
- 3: Hours 8am to 7pm or dusk 7days a week
- 4: Lock gate out by main road, key access or Range officer on duty

We plan to become affiliated with the NRA as a club,  
and use their tech support team to design the range.

Thank You  
Sullivan County Sportsmen





Home About  
Us Membership Rules Newsletter Classes Expo Contact Site  
Map Donations

## All shooters must become familiar with official rules, range procedures, and range commands.

- **Shooting hours** are:  
Weekdays, 7:30 AM to Sunset.  
Weekends, 8:00 AM to Sunset.
- Absolutely NO alcoholic beverages allowed throughout the shooting areas.
- **Range Officer** - All shooting must be done under the supervision of a certified Weld County Fish & Wildlife Range Officer. All actions will be the responsibility of the range officer.
- Treat all firearms as if they are loaded. Keep the muzzle pointed in a safe direction at all times.
- All barrels should be checked for obstructions before firing.
- Actions of uncased firearms should be kept open except when on the firing line, ready to fire. Loaded firearms may not be removed from the firing line or other designated firing areas.
- All firearms will be unloaded immediately on the command "*cease fire*" regardless of when the command is given.
- All inexperienced shooters should be accompanied by an experienced shooter, and anyone under 18 must be accompanied by an adult member.
- Loud and abusive language will not be permitted PERIOD. Shooter and range personnel will limit their conversation directly behind the firing line to official business.
- All shooters when through shooting, WILL clean up the range area of all targets, materials, and trash. Use trash receptacles.
- Destroying or damaging club property will be grounds for immediate dismissal from the club.
- No shooting wildlife on the range property.
- No rifle or pistol shooting allowed east of the east berm on the 200 yard range or west of

the west berm on the 25 yard range. No firearms allowed on the archery range.

- Shotgun slugs may be shot on the pistol and rifle ranges. Shot type loads shall only be used on the pistol 100 yard range. Members must provide a removable target. All targets, empty hulls, and/or debris must be removed when member is finished.
- Range officers and members of WCF&W may establish a firing line forward of benches when all present are in agreement. There *SHALL NOT* be any loading or loaded firearms behind the established firing line.
- All vehicles must stay on the roads and designated parking areas.
- Gate must be kept locked except during organized events. During those events, the signs designating the event must be hung on the range entrance sign.
- **Targets:** The **ONLY** objects that may be shot at on the range property are removable targets furnished by you or designated targets furnished by the club. **GLASS TARGETS ARE FORBIDDEN.** Only targets that do not cause ricochets are acceptable. Plinking targets are to be placed on the rail on the 100 yard range or hung. No target shall be placed or shot from the ground. **NO GROUND TARGETS.**
- All dogs shall be kept on a leash, except when in vehicles.
- Eye and ear protection required at all times on or near the firing line.

#### Range Officer

- The range officer in charge of any shooting will strictly enforce all of the above rules and be responsible for any unsafe act or situation not covered by above rules.
- A range office in charge will provide proof of range officer certification to any club member who positively identifies himself as a member.

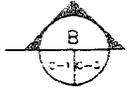
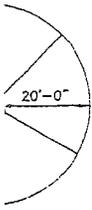
[Home](#) [About Us](#) [Membership](#) [Rules](#) [Newsletter](#) [Classes](#) [Expo](#) [Contact](#) [Site](#)  
[Map](#) [Donations](#)

Copyright(c) 2002 Weld County Fish & Wildlife. All rights reserved.  
webmaster@wcfw.org

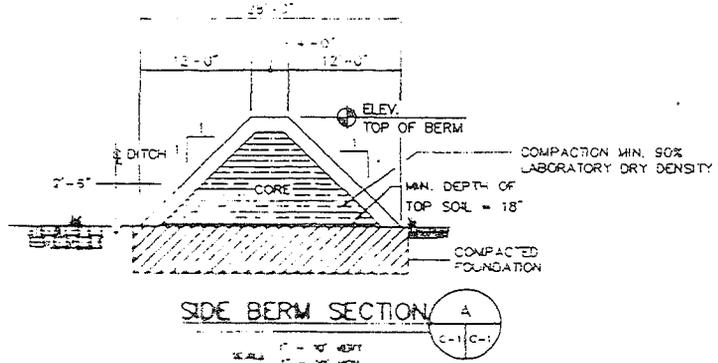
Designed & Hosted by

**LIONHAWK**  
COMMUNICATIONS

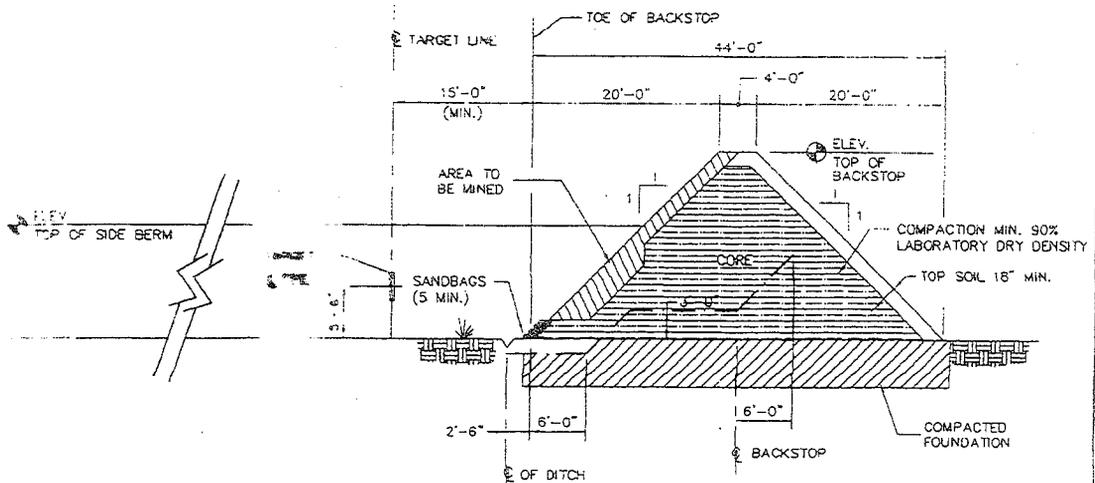
# Pistol Range



1. SANDBAGS AND SOIL SODDING
  2. COMPACT BERM BASE TO 95% LABORATORY DRY DENSITY. DEPTH OF FOUNDATION TO BE DETERMINED BY SITE CONDITIONS.
  3. RECOMMENDED SIDE BERM HEIGHT 8'
  4. RECOMMENDED BACKSTOP HEIGHT 20'
- CORE MATERIAL MAY BE BROKEN CONCRETE RUBBLE OR ROCK, 6" OR LESS OR CLAY. NO PUTRESCIBLE MATERIAL ALLOWED



FENCE (TYP.)



BACKSTOP SECTION B  
SCALE 1" = 10' VERT.  
1" = 10' HOR.

C-1

NON-BAFFLED  
PISTOL RANGE  
SECTIONS AND DETAILS

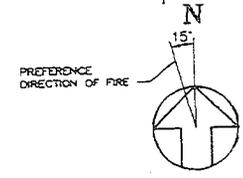
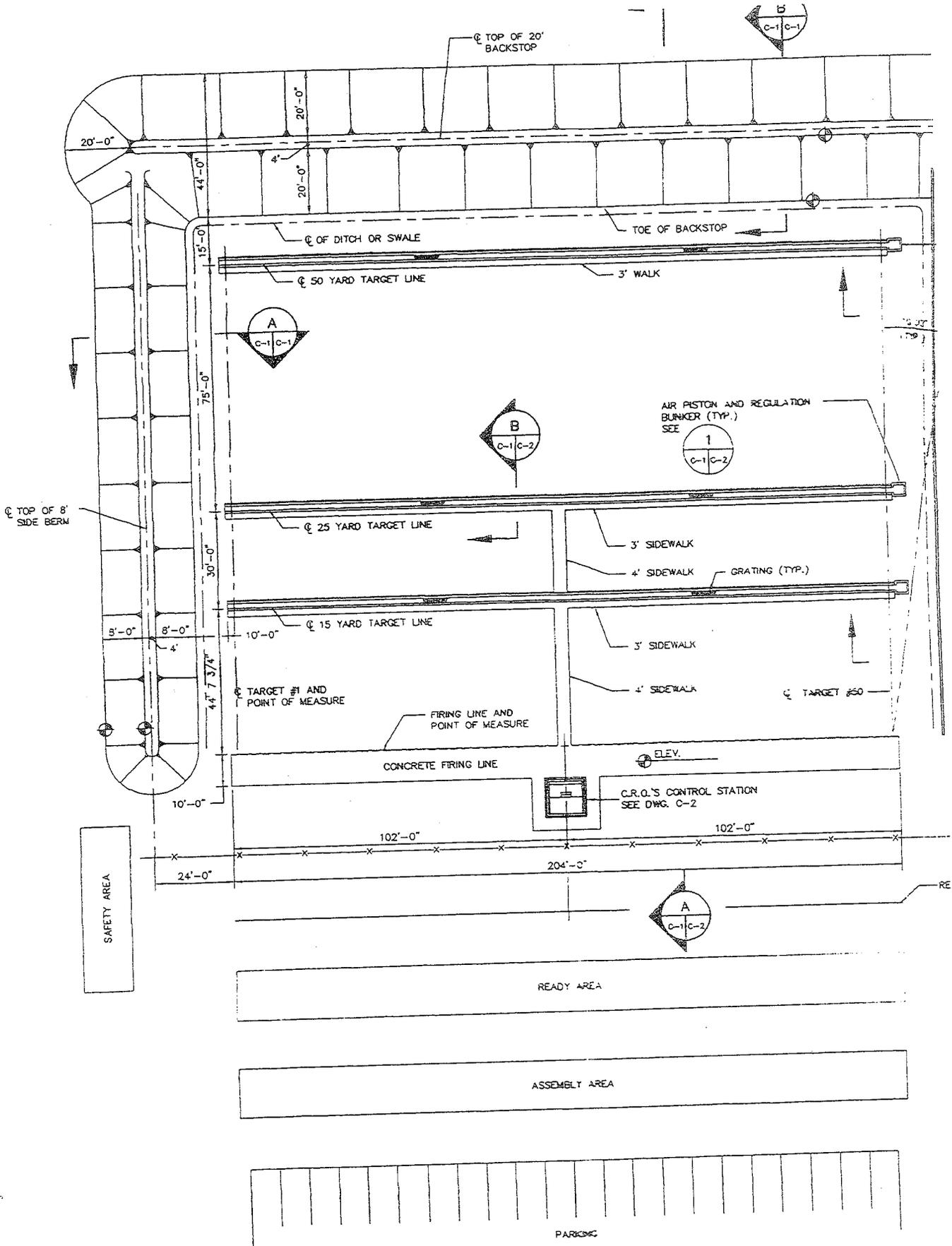
NATIONAL RIFLE ASSOCIATION  
RANGE DEPARTMENT  
FAIRFAX, VIRGINIA 22030  
SHOOTING RANGE  
DECISIVE PERFORMANCE



C. VARGAS & ASSOCIATES, LTD.  
CONSULTING ENGINEERS  
8986 ARUNDTON EXPRESSWAY  
JACKSONVILLE, FLORIDA 32211 (904) 725-7131  
DESIGNED BY C. VARGAS, P.E.  
DRAWN BY D.L.N.

CADD	DATE
CHECKED	BY
PROJECT NO.	0759
DATE	2-7-71

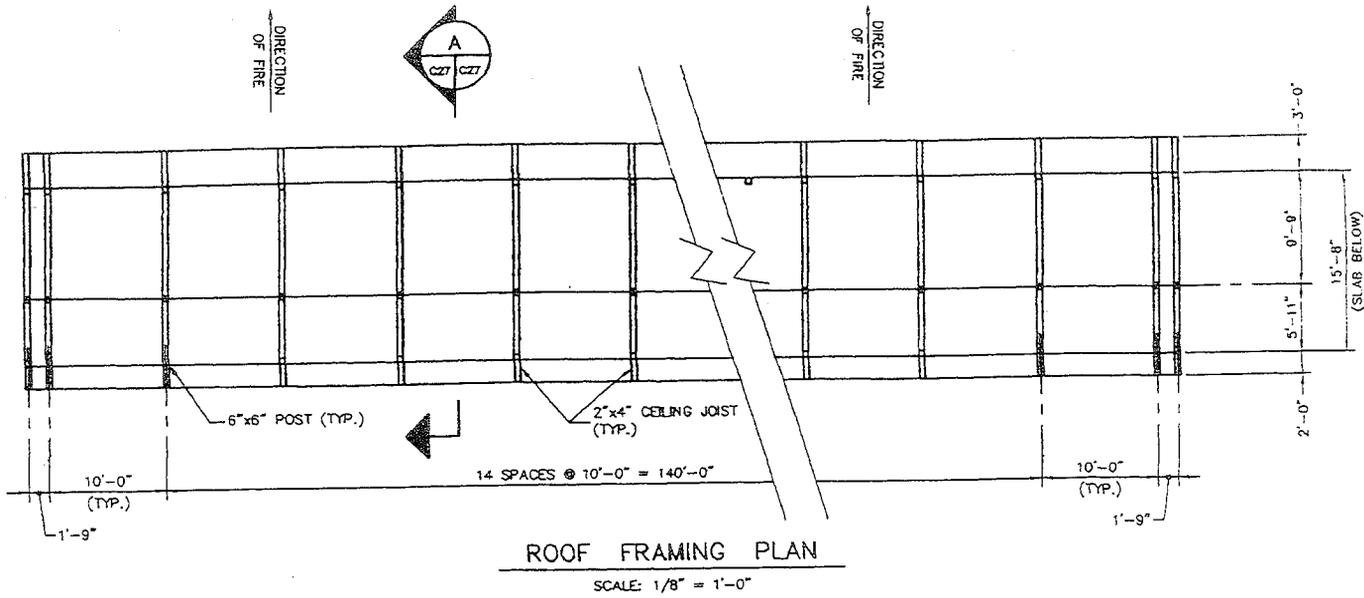
THIS DRAWING IS THE INSTRUMENT OF SERVICE AND PROPERTY OF C. VARGAS & ASSOCIATES LTD. ANY USE OR REPRODUCTION WITHOUT EXPRESSED WRITTEN PERMISSION OF THIS CORPORATION IS PROHIBITED. ALL RIGHTS OF DESIGN AND INVENTION ARE EXPRESSLY RESERVED.



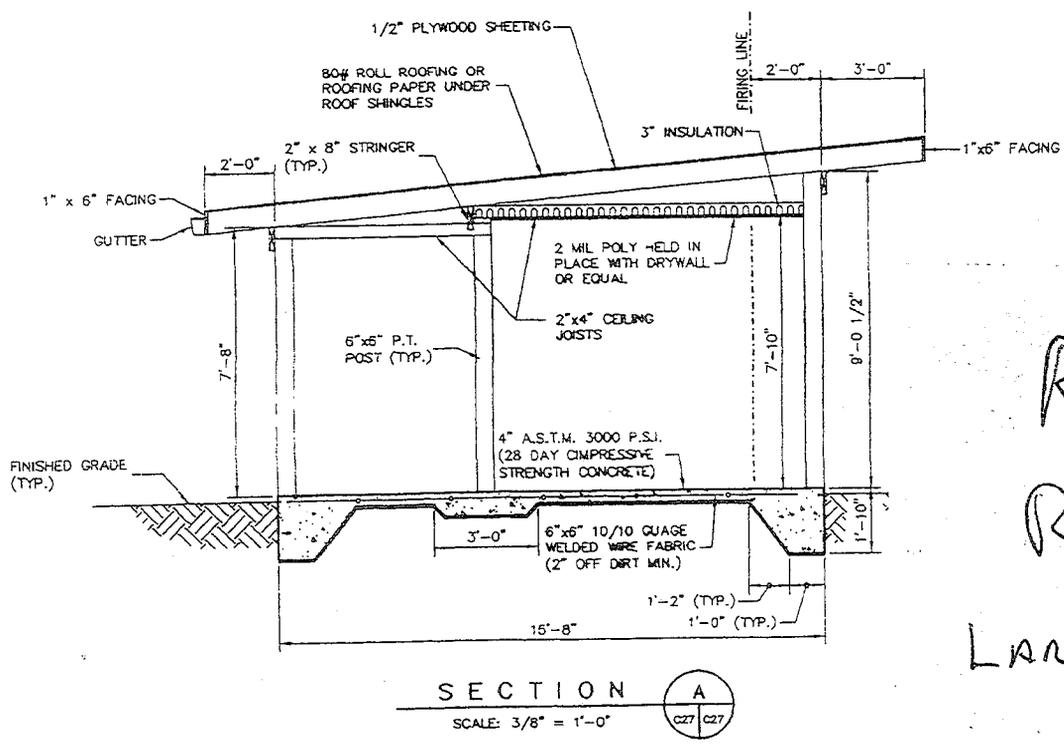
NOTE:  
1. FIRING LINE ELEVATION ± 1" AS THE DATUM AT ELEVATION

TYPICAL 50 POINT CONVENTIONAL PISTOL RANGE PLAN  
SCALE: 1" = 20'

THIS DRAWING IS THE INSTRUMENT OF SERVICE AND PROPERTY OF C. VARGAS & ASSOCIATES LTD. ANY USE OR REPRODUCTION WITHOUT EXPRESSED WRITTEN PERMISSION OF THIS CORPORATION IS PROHIBITED.

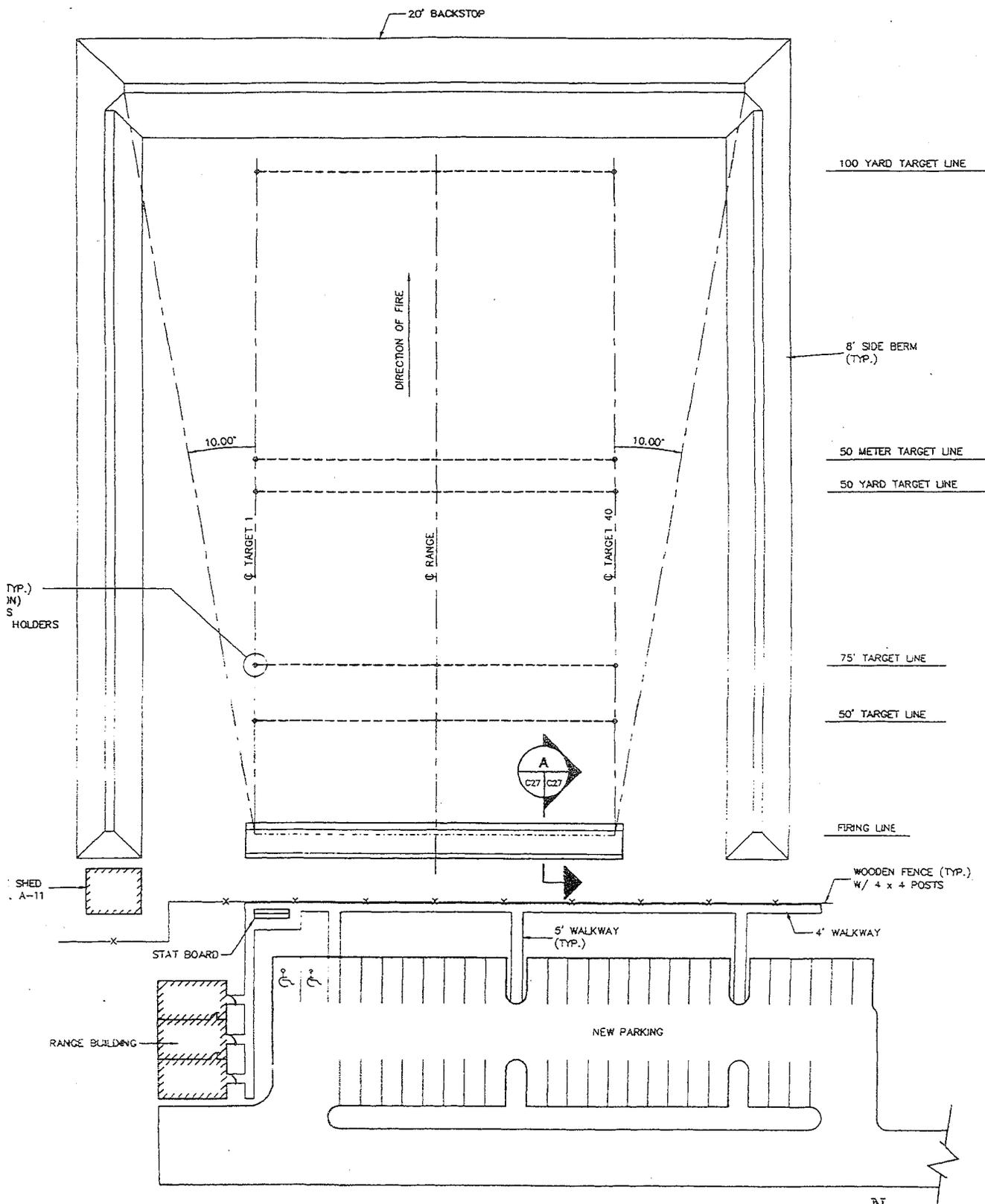


2" PVC PIPE (TY  
(2 PER POSITION  
TO BE USED AS  
TARGET FRAME +

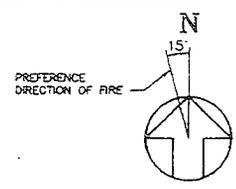


STORAGE  
SEE DWG.

RIFLE  
RANGE  
LARGE / SMALL  
BONE

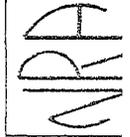


40 POINT SMALLBORE RIFLE RANGE PLAN  
SCALE: 1" = 30'



C27

NATIONAL RIFLE ASSOCIATION  
RANGE DEPARTMENT  
FAIRFAX, VIRGINIA 22030  
SHOOTING RANGE



C. VARGAS & ASSOCIATES, LTD.  
CONSULTING ENGINEERS  
8598 ARLINGTON EXPRESSWAY  
JACKSONVILLE, FLORIDA 32211 (904) 725-7131  
DRAWN BY D.E.N. CHECKED BY C. VARGAS. DATE \_\_\_\_\_

C.A.D.D. P.L.  
C-27.DWG  
PROJECT Z1  
0759

NON-BAFFLED 40 POINT  
SMALLBORE RIFLE RANGE  
SITE PLAN

BACD HAS ORIGINAL.  
HELL GET SIGNATURES  
FROM THE OTHER REPS

**COPY**  
at 7/1/08  
meeting

**CONSERVATION EASEMENT DEED**

**THE COUNTY OF SULLIVAN**, a municipal corporation, with offices at 14 Main St., Town of Newport, County of Sullivan, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

**TOWN OF UNITY**, a municipal corporation, with offices at 13 Center Rd. Unit 7 Town of Unity, County of Sullivan, State of New Hampshire 03603, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated on Judkins Road in the Town of Unity, County of Sullivan, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

and also grants an Executory Interest therein to **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301, (hereinafter referred to as the "Executory Interest Holder"), as more fully described in the Section below entitled "Executory Interest."

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. The protection and conservation of open spaces, particularly the conservation of the approximately 258.4 acres of productive farm and/or forest land of which the Property

consists, and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and

- B. The protection of the undeveloped road frontage along Judkins Road for the scenic enjoyment of the general public; and
- C. The protection of natural habitats of plants and animal species native to New Hampshire; and
- D. The protection of the land subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public.

The above purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the Revised 1996 Master Plan of the Town of Unity, which states

"Encourage deed restrictions and conservation agreements to protect agricultural land," and "Protect and preserve Unity's scenic views,"

and with New Hampshire RSA Chapter 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved right specified in Section 3 below)

- A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.
  - i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other access ways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the purposes of this Easement.

- ii. Agriculture and forestry on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.
- B. The Property shall not be subdivided and none of the individual tracts, which together comprise the Property, shall be conveyed separately from one another.
- C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Property. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, barn, maple sugar house, or shed may be constructed, placed, or introduced onto the Property only as necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and provided that they are not detrimental to the purposes of this Easement.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
  - ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
  - iii. are not detrimental to the purposes of this Easement.
- Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.
- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and

provided such signs are not detrimental to the purposes of this Easement.

- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.
- H. There shall be no posting to prohibit the public from accessing and using the Property or specified portions thereof for low-impact, non-wheeled, non-commercial, outdoor recreational purposes including hunting, fishing and trapping and the Grantee shall be under no duty to supervise said access, use, or purpose.

3. RESERVED RIGHTS

- A. Grantor reserves the right to withdraw from the Property an area of land for the purpose of constructing and maintaining not more than one single-family residence with customary accessory structures, improvements and utilities, including but not limited to a septic system, water well, driveway, and power and communication lines. Said area shall not exceed 5 acres in size, shall not be subdivided or sold separately from the Property. Said withdrawn area shall not be used for commercial or industrial purposes except agriculture or forestry as provided for in Section 2.A. above.
  - i. In order to withdraw the said area the Grantor must submit for Grantee's approval, which will not be unreasonably withheld, a survey plan prepared by a licensed surveyor, recordable at the County Registry of Deeds, locating and depicting said site as proposed to be withdrawn and developed, including the size and location of all structures, improvements, roads, driveways and utilities serving the same. Within thirty (30) days after Grantee's receipt of such submission the Grantee shall approve or disapprove the same and so inform the Grantor. Any disapproval shall specify in detail the reasons therefore. Grantee's failure to do so approve or disapprove within said period shall constitute an approval of the proposed exercise.
- B. Grantor reserves the right to install, repair, replace and maintain a driveway and utilities across the Property to serve the single-family residence when withdrawn pursuant to section 3.A., above. The location of said driveway and utilities to be shown on the survey plan required in section 3.A.i, above.
- C. Grantor reserves the right to establish, use and maintain snowmobile trails on the Property, along with any associated improvements including, but not limited to trails,

fences, bridges, culverts, so long as said use is only minimally detrimental to the Purposes of the Easement. Said right for snowmobile trails shall not include the construction of any buildings.

4. BENEFITS, BURDENS, AND ACCESS

- A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

5. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- C. If the Grantor fails to take such proper action under the preceding section, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.
- D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth

movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

6. EXECUTORY INTEREST

- A. If the Grantee ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Society for the Protection of New Hampshire Forests requesting such enforcement delivered in hand or by certified mail, return receipt requested, then the Society for the Protection of New Hampshire Forests, as a specified assignee or transferee in Section 5 above (sometimes herein referred to as the "Executory Interest Holder"), shall have the right to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Grantee. In such circumstance, the Society for the Protection of New Hampshire Forests shall then also have the right to terminate the interest of the Grantee in the Property by recording a notice to that effect in the Registry of Deeds referring hereto and shall thereupon assume and thereafter have all interests, rights, responsibilities and duties granted to and incumbent upon the Grantee in this Easement.
- B. The interests held by the Society for the Protection of New Hampshire Forests are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5.A. above. Any such assignee or transferee shall have like power of assignment or transfer.

7. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. The values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

10. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

11. ARBITRATION OF DISPUTES

- A. Any dispute arising under this Easement shall be submitted to arbitration in accordance with New Hampshire RSA 542.
- B. The Grantor and the Grantee shall each choose an arbitrator within 30 days of written notice from either party. The arbitrators so chosen shall in turn choose a third arbitrator within 30 days of the selection of the second arbitrator.
- C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.
- D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement.

12. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the

consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

13. APPROVAL BY COUNTY DELEGATION

The County Delegation at a duly noticed meeting held on June 30, 2000 in Unity NH Approved the granting of the within Conservation Easement, by Nine (9) YES; Two (2) NO vote to the Grantee and authorized the Sullivan County Commissioners to execute the within Conservation Easement on behalf of the County of Sullivan.

**THIS IS A NON-CONTRACTUAL CONVEYANCE PURSUANT TO NEW HAMPSHIRE RSA 78-B:2 AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL ESTATE TRANSFER TAX.**

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, We have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Sullivan County Commissioners

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

The State of New Hampshire

County of Sullivan

Personally appeared \_\_\_\_\_, \_\_\_\_\_ and

\_\_\_\_\_ of County of Sullivan, this \_\_\_\_\_ day of \_\_\_\_\_, 2008 and acknowledged the foregoing on behalf of County of Sullivan.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

**ACCEPTED: TOWN OF UNITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

The State of New Hampshire  
County of Sullivan

Personally appeared \_\_\_\_\_  
Name & Title

of the Town of Unity Board of Selectmen, this \_\_\_\_\_ day of \_\_\_\_\_, 2008 and  
acknowledged the foregoing on behalf of the Town of Unity.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

**ACCEPTED: SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**

By: \_\_\_\_\_

Title: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

The State of New Hampshire  
County of Merrimack

Personally appeared \_\_\_\_\_  
Title

of the Society for the Protection of New Hampshire Forests, this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
and acknowledged the foregoing on behalf of the Society for the Protection of New Hampshire  
Forests.

Before me, \_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires: \_\_\_\_\_

## APPENDIX A

The "Property" subject to this Easement, containing 258.4 acres, more or less, located on Judkins Road in the Town of Unity, County of Sullivan, State of New Hampshire, more particularly bounded and described;

A certain tract or parcel of land situated in Unity in said County of Sullivan and bounded and described as follows: Beginning at a stone bound set in the ground on the north side of the highway which leads from the County Alms House by the house formerly occupied by David Smith and later by Hattie A. Judkins, deceased, to North Charlestown and on the west side of an old highway at the intersection with the highway above described, said old highway being the same formerly lead to the home J. Monroe Judkins, said bound being further described as standing at the southeast corner of land formerly owned by John Fifield, later by Frank C. Kelsey and now by the heirs of Charles M. Chase, said bound being on the west side of the herein described tract, thence running northerly on the land of the heirs of Charles M. Chase, formerly land of Frank C. Kelsey about one mile to the Unity Town line, thence running easterly on said town line, land of Henry H. Merritt, formerly land of Alice W. Nichols to a stone wall on the east side of said tract, to land of said Merritt formerly land of said Nichols, thence running southerly on line of land of said Merritt formerly land of said Nichols to a stone bound standing on the north side of the highway which leads from the said County Almshouse by the house formerly occupied by David Smith and later by Hattie A. Judkins, deceased, to North Charlestown, thence crossing said highway and running in an easterly direction along the south side of said last described highway to a stone bound set in the ground at the northwest corner of land of William H. Whittemore, thence running southerly on land of said Whittemore land of Russell K. Hall and land of Ernest E. Whittemore to land of John Delaurier formerly land of Charles F. Rumrill, thence running westerly on land of said Delaurier formerly land of said Rumrill to land formerly deeded by Jerusha Smith to Alice W. Nichols by deed dated October 9<sup>th</sup>, 1889, and recorded in Vol. 129, Page 492, of Sullivan County Records of Deeds, thence running in a southerly direction on land of said Delaurier formerly land of said Rumrill to land of F. H. Britton formerly land of Jabez Perkins, thence running in a westerly direction on land of said Britton to said tract of land formerly deeded by Jerusha Smith to Alice W. Nichols by deed dated October 9<sup>th</sup>, 1889, and recorded in Vol. 129, Page 492, of Sullivan County Records of Deeds, thence running in a southerly direction on land of said Britton to a stone bound set in the ground on the north side of the highway leading from the home of said John Delaurier formerly land of Charles F. Rumrill to the George LaClair place, thence running in a westerly direction on said highway to land of said George LaClair, formerly land of George A. Colburn, to a stone bound set in the ground, thence running in a northerly direction on land of said George LaClair to the highway first above mentioned, thence crossing said highway and running northerly on the westerly side of said highway and along the easterly side of other land of said LaClair and crossing the highway leading to North Charlestown to the stone bound set in the ground at the place of beginning, containing three hundred acres, be the same more or less.

**Subject to the following:**

1. Any and all highways over said premises so far as the public rights are concerned.
2. Subject to Current Use Taxation in favor of the Town of Unity;
3. Subject to a 40 foot wide utility line easement in favor of Connecticut Valley Electric Co., Inc. dated July 28, 1971 and recorded at Book 425, Page 536 in said Registry, as the same may affect the subject property.

**MEANING AND INTENDING** to describe all and the same premises conveyed to the County of Sullivan by deed of Clarence R. Judkins and Elsie M. Judkins, dated March 10, 1921, and recorded in Sullivan County Registry of Deeds at Book 205 Page 460.

FORM  
CD-57

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**REAL ESTATE TRANSFER TAX  
DECLARATION OF CONSIDERATION**  
RSA 78-B:10

PLEASE PRINT OR TYPE

<b>STEP 1</b> Purchaser Grantee Assignee Transferee	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	NUMBER & STREET ADDRESS		
	ADDRESS (CONTINUED)		
CITY/TOWN, STATE & ZIP CODE			

<b>STEP 2</b> Seller Grantor Assignor Transferor	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	LAST NAME OR ENTITY	FIRST & INITIAL	FEIN OR SSN
	NUMBER & STREET ADDRESS		
	ADDRESS (CONTINUED)		
CITY/TOWN, STATE & ZIP CODE			

<b>STEP 3</b> Real Estate Property	MUNICIPALITY		
	BOOK NO.	PAGE NO.	COUNTY
	BRIEF DESCRIPTION: (SUCH AS MAP AND LOT NUMBERS: LOCATED AT 17 ELM STREET, AUBURN, OR 10 ACRES, FARM HOUSE AND BARN KNOWN AS SMITH FARM, MILL ROAD, MILTON.)		

<b>STEP 4</b> Transfer Date	DATE OF TRANSFER:      MONTH _____ DAY _____ YEAR _____
-----------------------------------	---

<b>STEP 5</b> Figure The Tax		Purchaser		Seller	
		\$		\$	
(a)	FULL PRICE OR CONSIDERATION FOR THE REAL ESTATE .....	\$		\$	
(b)	ROUND LINE 5(a) UP TO THE NEAREST \$100 .....	\$		\$	
(c)	DIVIDE LINE 5(b) BY \$100 .....	\$		\$	
(d)	TAX RATE PER \$100 AT TIME OF TRANSFER (See instructions) .....	\$		\$	
(e)	SUBTOTAL OF TAX [Line 5(c) multiplied by 5(d)] .....	\$		\$	
(f)	TOTAL TAX PAID TO COUNTY .....	\$		\$	

(Sum of purchaser & seller subtotals rounded to the nearest whole dollar)      **DO NOT MAIL PAYMENT WITH THIS FORM.**

<b>STEP 6</b> Special Circumstances	Were there any special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value? <input type="checkbox"/> NO <input type="checkbox"/> YES, if yes, please explain.

**STEP 7**  
Signatures

Under penalties of perjury, I declare that I have examined this document and to the best of my belief it is true, correct and complete.

FOR DRA USE ONLY	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	PURCHASER'S SIGNATURE (IN INK)	DATE	SELLER'S SIGNATURE (IN INK)	DATE
	WITNESS SIGNATURE (IN INK)	DATE	WITNESS SIGNATURE (IN INK)	DATE

MAIL TO: NH DEPT OF REVENUE ADMINISTRATION  
45 CHENELL DRIVE, PO BOX 1324  
CONCORD NH 03302-1324

DEPARTMENT OF REVENUE ADMINISTRATION  
INVENTORY OF PROPERTY TRANSFER

FORM  
PA-34

Please Print or Type All Information and Follow Instructions on Back

SELLER'S NAME & New Mailing Address

NAME(S) \_\_\_\_\_  
First and Last Name or Company Name, Trust etc.  
ADDRESS \_\_\_\_\_  
CITY/ST/ZIP \_\_\_\_\_

SELLER'S ENTITY TYPE

Individual  Joint  Partnership   
Corporation  LLC  Trust

BUYER'S NAME & New Mailing Address

NAME(S) \_\_\_\_\_  
First and Last Name or Company Name, Trust etc.  
ADDRESS \_\_\_\_\_  
CITY/ST/ZIP \_\_\_\_\_

Buyer Phone Number (Optional) \_\_\_\_\_

SALE PRICE \$ \_\_\_\_\_  
(No Cents)

TRANSFER DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Mo Day Yr

RECORDING DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Mo Day Yr

REGISTRY  
BOOK # \_\_\_\_\_ PAGE # \_\_\_\_\_

LOCATION & IDENTIFICATION OF PROPERTY PURCHASED: Number of parcels purchased \_\_\_\_\_ (See Instructions)

Town \_\_\_\_\_ County \_\_\_\_\_ Street # \_\_\_\_\_ Street Name \_\_\_\_\_

Town Tax Map & Lot # \_\_\_\_\_ Parcel Size: # of Acres \_\_\_\_\_ or Sq. Ft. \_\_\_\_\_

If Condo: Condo Name \_\_\_\_\_ Bldg Name or # \_\_\_\_\_ Unit # \_\_\_\_\_

PROPERTY CHARACTERISTICS: Please mark the USE, TYPE and FEATURES that best describe the property.

USE: Residential  Commercial  Mixed Residential/Commercial  Industrial  Other

TYPE: Land Only  Land & Building  Building only  Condo  Duplex/Multi-unit

Land & Manufactured Housing  Manufactured Housing Only  Timber Rights  Mineral Rights

Other (Specify)

FEATURES: Waterfront  Waterfront Access  If a Multi-Unit Bldg, How many Units? # \_\_\_\_\_

1. Were there special circumstances in the transfer which suggest that the full price or consideration of the property was either more or less than its fair market value? (See examples in instructions) YES  NO  If yes, please explain below:  
\_\_\_\_\_  
\_\_\_\_\_

2. Did this sale transfer 100% interest in the property? YES  NO  If no, what % interest was transferred? \_\_\_\_\_ %

3. Did the sale price listed above include a consideration for non-taxable personal property? YES  NO  If yes, please indicate the approximate value:  
Furnishings \$ \_\_\_\_\_, \_\_\_\_\_ Inventory \$ \_\_\_\_\_, \_\_\_\_\_ Timber \$ \_\_\_\_\_, \_\_\_\_\_ Other \$ \_\_\_\_\_, \_\_\_\_\_

4. Was the sale price reduced because of the Land Use Change Tax? YES  NO  By What Amount \$ \_\_\_\_\_, \_\_\_\_\_

5. Do you consider the selling price to be fair market value of the property? YES  NO  If answer is no, briefly explain.  
\_\_\_\_\_

6. Have you made or will you make improvements to the property after the purchase but before the next April 1<sup>st</sup>?  
YES  NO  If yes, please indicate the approximate cost of these improvements. \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

7. Occupancy and status of structure: No structure  Newly Constructed (within 1 year)  Previously Occupied  Other

8. Will the property serve as your primary residence? YES  NO

9. (OPTIONAL) If property was mortgaged, please list: mortgage interest rate \_\_\_\_\_ % and points paid \_\_\_\_\_

I certify under the penalties of RSA 74:18, II, that the information on this form is true and accurate to the best of my knowledge.

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_



**DEPARTMENT OF REVENUE ADMINISTRATION  
INVENTORY OF PROPERTY TRANSFER INSTRUCTIONS**

FORM  
PA-34

<b>AMERICAN DISABILITIES ACT</b>	In accordance with the American Disabilities Act, if you need or prefer an alternate format of communication, please contact the Community Services Division at (603) 271-2687.
<p><b>DEAR PROPERTY OWNER:</b> The Department of Revenue Administration is responsible for equalizing the value of property in each municipality. Equalization is used to accurately apportion county and school district taxes among the cities and towns and to distribute state revenues to the cities and towns. To equalize property values, the Department of Revenue Administration annually conducts a sales/assessment ratio study for each municipality. The information provided on the PA-34 form is needed to assist the Department in determining whether a particular sale involved is an "arms-length transaction" and should be included in our equalization sales/assessment study. If you have questions regarding this form, please contact us at (603) 271-2687.</p> <p style="text-align: center;"><b>Please PRINT or type all information.</b></p>	
<b>WHO MUST FILE</b>	The purchaser, grantee, assignee or transferee of each transfer of real estate or interest in real estate. There are "no exceptions."
<b>WHEN TO FILE</b>	Form PA-34 is due no later than 30 days from the recording date of the deed at the register of deeds or the date of transfer; whichever is later.
<b>WHERE TO FILE</b>	The ORIGINAL PA-34 form must be filed with the Department of Revenue Administration, P.O. Box 1313, Concord, NH 03302-1313 via the U.S. Post Office or hand carried to the D.R.A. at 57 Regional Dr., Concord, N.H., between the hours of 8:00 a.m.-4:00 p.m. Photocopies of this form will not be accepted, even if they bear original signatures. A copy of the PA-34 form must also be filed with the local assessing officials of the municipality in which the property is located.
<b>GRANTOR &amp; GRANTEE NAME &amp; ADDRESS</b>	Enter the name and address of the first seller (grantor, transferor, assignor) and the first buyer (grantee, transferee, assignee) shown on the deed. If there was more than one seller or buyer, write "ETAL" after the seller or buyer name.
<b>DEED RECORDING</b>	Enter the following: <ol style="list-style-type: none"> <li>1. Sale price – the actual amount paid for the property.</li> <li>2. Transfer date – the date the property was transferred.</li> <li>3. Recording date – the date the property transfer was recorded at the county registry of deeds.</li> <li>4. County recorded Book and Page – number stamped on deed by county registry of deeds.</li> </ol>
<b>PROPERTY LOCATION</b>	Enter the following: <ol style="list-style-type: none"> <li>1. Name of the town and county in which the property transferred is located.</li> <li>2. The towns tax map and lot number – This number is available from the local assessing office.</li> <li>3. The geographic location of sale – Example: 25 Main St., 711 Elm Rd., etc.</li> <li>4. The number of acres or size of lot purchased.</li> </ol>
<b>PROPERTY TYPE</b>	Check off the use, type and features of property transferred. If the property use and type are other than any of those listed, please specify.
<b>QUESTION 1</b>	Describe any aspects of the sale that may have affected the sale price. Some examples include but are not limited to: family sale or business connection, sheriff's sale, FDIC sale, sale to clear or correct the title, easement, establishment of life estate or trust, estate settlement, sale to or by federal, state or local government, foreclosure, deed in lieu of foreclosure, sale at auction, sale of less than 100% interest, sale in more than one town, timeshare, abutter sale, sale to or by a religious, charitable or educational organization, boundary adjustment, property trade, sale price included back taxes, current use lien release tax adjustment or some consideration for other than real estate.
<b>QUESTION 2</b>	Indicate the percentage of interest in the property that was transferred if other than 100%.
<b>QUESTION 3</b>	If the sale price included consideration for personal property such as furnishings or marketable timber, indicate the approximate value of those furnishings or timber. If other personal property was included, describe the property and indicate the approximate value. Other personal property may include items such as appliances, minerals, boats, equipment, inventory of a business, etc.
<b>QUESTION 4</b>	If the sale price was reduced for payment of an expected land use change tax per RSA 79-A: 7 please specify the amount.
<b>QUESTION 5</b>	If you believe the sale price does not accurately reflect current market value, explain the reason(s) why.
<b>QUESTION 6</b>	Indicate whether the grantee has made or intends to make improvements to the property. Do not include improvements made by grantor prior to establishing the sale price.
<b>QUESTIONS 7 &amp; 8</b>	Check off the appropriate box for each question.
<b>QUESTION 9</b>	(OPTIONAL) Indicate the interest rate and points paid if property was mortgaged.
<b>CERTIFICATION &amp; SIGNATURES</b>	This form must be signed by all grantees of the property.
<b>PENALTY FOR FAILURE TO FILE</b>	Willful failure to file the PA-34 form or making false statements on the form is considered a violation.
<b>MAIL TO:</b>	DEPT OF REVENUE ADMINISTRATION, COMMUNITY SERVICES DIVISION, P.O. BOX 1313, CONCORD, NH 03302-1313

**Conservation Easement Baseline Documentation Report***(To satisfy Section 1.170A-14(g)(5) of the IRS Code)***Grantor Information:**

Name: Sullivan County

Address: 14 Main Street, Newport, NH 03773

**Property Location:**

Road: Judkins Road

Town/County: Unity/Sullivan County

**Grantee Name & Address:** Town of Unity, 13 Center Rd. Unit 7, Unity, NH 03603**Executory Interest Name & Address:** Society for the Protection of New Hampshire Forests  
54 Portsmouth St., Concord, NH 03301**Land Types:** Total acreage: 258 +/- 91 % Forestland 9 % Hayfields  
<1 % Wetland**Buildings, Structures, & Improvements on Property:***Describe size, type, and condition of buildings, structures and improvements, including houses, sheds, towers, docks, barns, man-made ponds, roads, utilities, etc. Include historical, cultural and archeological features. Show locations on attached map.*

There are no buildings on the property. Stonewalls mark many of the boundaries as well as run through the interior of the property. Judkins Road (Class VI) runs east-west through the middle of the property and is also a snowmobile trail. Although Judkins Road continues west beyond the property, the snowmobile trail continues south on another woods road through the CE property adjacent to the western bound before the woods road/snowmobile trail leaves the CE property to the abutting property to the west. The woods road continues south and then east, passing the CE property on its southern bound. There are other woods roads throughout the property. There is also a cellar hole just north of Judkins Road (as shown on the Forest Type Map).

**Condition of Land:***Describe condition and management status of forest or farmland, condition of wetlands or waterways, unusual features, listed species or natural communities; note erosion, gravel pits, dumping or pollution.*

The property is mostly forested except two large open hay fields totaling 24 acres that the County has maintained. Both fields offer impressive views to the southwest toward the Connecticut River Valley. Sawyer Brook, which runs through the middle of the southern part of the property and another intermittent stream in the northern part of the property enhance the property's already excellent wildlife habitat. There are wetlands on the property as well as a potential vernal pool. The County has managed the property for its timber resources and has harvested several areas in the past few years.

This scenic property has roughly 5,000 feet of frontage on Judkins Road (Class VI, unmaintained).

The property has productive forestland, with approximately 48% of property's soils categorized as highly suitability (Group I) for forestry. The property also has good soils for agriculture, with approximately 25% of the property's soils categorized as farmland of "local importance";

approximately 9% of the property's soils categorized as farmland of "statewide importance"; and approximately 3% of the property's soils categorized as prime farmland.

There are 3 rusty, empty 55-gallon drums on the south side of Judkins Road just south of the old cellar hole.

*In compliance with Section 1.170A-14(g)(5) of the federal tax regulations, this natural resources inventory is an accurate representation of the property at the time of the execution of the conservation easement.*

\_\_\_\_\_  
Sullivan County Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sullivan County Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sullivan County Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Unity Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Unity Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Unity Representative

\_\_\_\_\_  
Date

*Anne McBride*  
\_\_\_\_\_

*January 24, 2008*  
\_\_\_\_\_

Anne McBride, Land Protection Specialist  
for the Society for the Protection of New Hampshire Forests

Date

**Attachments to this Report:**

- A. USGS topographic map (showing property lines and other nearby protected land)
- B. Aerial photograph
- C. Wetlands map
- D. Base Map and Table
- E. On-site photographs (2)
- F. Annotated Forest Type Map showing boundary information

(11)

**Sullivan County Delegation  
Sullivan County Convention  
June 30, 2000  
1:00pm – Ahern Building  
Unity, NH**

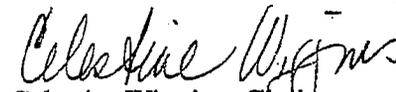
Attending: Representatives Donovan, Flint, Phinizy, Wiggins, Leone, Cloutier, Burling, Allison, Jones, Kibbey, and Tuthill. Commissioners Fontaine, Morrow and MacConnell. Robert Hemenway, Catherine Thurston, Lori Blake. Department Heads and employees of Sullivan County, Members of the Public.

1. Meeting called to order at 1:05pm by Chair Flint. Pledge of Allegiance led by Rep. Donovan.
2. Motion to approve minutes of June 13 & June 22 meeting made by Rep. Cloutier. Seconded by Rep. Donovan. Motion carries with unanimous approval.
3. Judkins Conservation Easement – Rep. Kibbey apologized for lateness on responding to the issue. He does not personally support an easement in perpetuity. He would yield the floor to Mrs. Jarvis if there were no objections (none). Mrs. Jarvis explained the reasons for having the easement in perpetuity – support of other agencies in maintaining and monitoring property. Land will be given to public recreational use. Cannot be used for sludge. Rep. Phinizy motioned to grant easement of Judkins property in perpetuity. Seconded by Rep. Tuthill. Chair Flint asked for a roll call vote. Vote taken – 9 yes, 2 no. Motion carries for Judkins Conservation Easement in perpetuity.
4. Chair suggests skipping agenda item #3 until the end as this will be the most time consuming issue.
- \* 5. Sullivan County Commissioners presented the Delegation with a Memorandum requesting a Study Committee to Review County Government Operations. Bob Hemenway said the committee would be fashioned on the same idea as the Visions 2000 committee. Many goals set by that committee ten years ago have been met. This Visions Committee would be focused on the way County operations are financed and operated. Rep. Donovan and Rep. Tuthill expressed strong support. Rep. Burling and Rep. Kibbey requested additions in wording be added to the Memorandum. Motion made by Rep. Donovan to include the suggestions of Rep. Burling and Kibbey in the Memorandum. Seconded by Rep. Jones. Roll call vote taken – 12 yes. Motion carried unanimously.
6. Rep. David Young joined meeting at 1:25pm.
7. Agenda item #4 – vote to authorize County Commissioners to apply for, receive and expend Federal and State Grants. Roll call vote taken – vote passed in affirmative unanimously.
8. Agenda item #5 – vote to enforce the provisions of RSA Chapter 24:14 requiring the County Commissioners to obtain written approval from the Executive Committee before transferring funds between Departments. Motion made by Rep. Cloutier to enforce provisions of RSA Chapter 24:14, seconded by Rep. Burling. Roll call vote taken – motion carries unanimously.

9. Finance Committee Chair Cloutier moved to recommend the Full Delegation to approve the FY01 budget for \$17,894,707 with \$8,851,785 to be raised by taxes. Rep. Phinzy seconded for discussion.
10. Rep. Burling stated a procedural motion to postpone approval of the FY01 budget for a period of two weeks to reconvene on 7/14/00. States Commissioner Shumway is prepared to sit down and discuss reimbursement to the Nursing Homes for receipts as early as 7/3/00. Did not state any figures, substantive argument to address critical issue. Acuity based system and entitled to an increase - Mr. McNutt unable to get figures by 6/29 for this meeting. Would try best to give increase to rate. Postpone deliberations until State gives firm answer on revenue side.  
Rep. Donovan - understanding that figures for acuity rate won't be ready until August or September. Is it worthwhile to table budget now and come back in two weeks for revenue figures? Expense side will not be effected.  
Rep. Burling - sets our position in concrete so we are not fence sitting. In a good position to negotiate. Rep. Donovan - Is he looking at Sullivan County specifically or at all Counties overall? Rep. Burling replied that Commissioner Shumway spoke to him only regarding Sullivan County.  
Bob H. spoke with Doug McNutt this morning. Does not have figures as Quarterly figures and census ran in to discrepancies on MDS. Some counties had dramatic increases in acuity's - need to investigate. Changed publishing of rates until 9/1/00 because of the thirty-day notice requirement.
11. Rep. Cloutier asked Bob what the ramifications are if budget is not passed today? Bob stated that some issues must be addressed and would need approval by the Delegation if budget were not passed to start expending money.
12. Rep. Jones asked what Bob's issues were? Repairs to boilers, best time is summer as they are shut down. Contractual agreement with Union for salaries (3.4%) next half of classification & cost of living.
13. Rep. Burling asked what is the absolute last day that they have to pass a budget? Bob replied 8/30/00. Bob states that he has spoken with the Attorney about the union salary issue - Attorney states they are legally bound to carry through with union, no obligation to non-union employees.
14. Rep. Kibbey motioned to allow Bob Hemenway to proceed in expending 46,000 for repair/replacement of hot water generators and condensate tank for boilers at the Nursing Home and existing boiler at Woodhall Complex. Seconded by Rep. Jones. Roll call vote taken - motion carried unanimously.
15. Motion to postpone adopting of FY01 budget for two weeks still on table. Roll call vote taken - 9 yes, 3 no. Motion to postpone until 7/14/00 carried.
16. County Convention adjourned at 2:15pm.

Respectfully,

  
Lori Blake

  
Celestine Wiggins, Clerk

APPENDIX E DOCUMENTS ARE UNAVAILABLE AT THIS TIME  
AS Mr. Flanders HAS NOT RETURNED THEM TO THE OFFICE  
WITH SIGNATURES.

To: Supt. Cunningham  
 From: Lt. Roberts  
 Ref: population Breakdown

Monday June 30, 2008

POPULATION DATA:

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 40	Male - 48	Male - 0
Female - 3	Female - 3	Female - 0

THU- Included in the total of HOC male inmates above

Male- 16  
 Female- 0

**Total Population (In House) - 94**

Home Confinement	Weekender	Merr County
Male - 2	Male - 1	Male- 3
Female - 4	Female - 0	Female- 0
NHSP	Grafton County	Cheshire County
	Admin Transfer	Admin Transfer
Male - 3	Male - 1	Male - 2
Female - 3	Female - 0	Female - 2
Hillsborough County	Phoenix House/Angie's Shelter	
Admin Transfer		
Male - 4	Male - 1	
Female - 0	Female - 1	

**Total Census - 122**

Temp Hold for other jurisdictions- Included in the above in house Total population

NHSP	Grafton County	Stafford County	Hills. County
Male- 1	Male- 2	Male- 0	Male- 1
Female- 0	Female- 0	Female- 0	Female- 0

Pre-Trial Services-34

Male- 18  
 Female- 16



APPENDIX G.2.

Position #	Title	Date of Pos	Grade	# of hours	Filled FTE	Name
60001	Supt	8/20/07	26	40	1	Cunningham, Ross
60002	Sergeant	7/1/03	13	40	1	Lee, Sherry
60003	Secretary	3/16/92	10	40	1	Keefe, Lori
60004	Captain	3/21/99	20	40	1	Milliken, John
60005	Lieutenant	1/9/06	18	40	1	Roberts, Douglass
60006	CO	6/15/08	5	40	1	Carrier, David
60007	Sergeant	3/15/96	13	40	1	Adams, Cynthia
60008	Sergeant	12/16/07	13	40	1	Mellish, Sean
60009	Comm OFC	9/16/07	7	40	1	
60010	CO	11/28/05	5	40	1	Castillo, Rene
60011	CO	4/18/95	5	40	1	Young, Gail
60012	CO	10/27/03	5	40	1	Siani, David
60013	CO	10/24/07	5	40	1	Blake, Ricky
60014	CO	12/13/04	5	40	1	Porter, Eric
60015	CO	4/7/07	5	40	1	Mahair, Peter
60016	Comm CO	10/21/07	5	40	1	Brown, Bryant
60017	Cpl.	9/9/07	10	40	1	Lemere, Jason
60018	OFC	9/16/07	7	40	1	Brookens, Joseph
60019	CO	6/5/06	5	40	1	Coughlan, Shawn
60020	CO	6/16/96	5	40	1	Chartier, Donna
60021	Comm CO	2/11/07	5	40	1	McLaughlin, Tammy
60022	Cpl	12/4/97	10	40	1	Gokey, Daniel
60023	CO	5/4/08	5	40	1	Skrocki, Benjamin
60024	Cpl	1/6/08	10	40	1	Lockhart, Matthew
60025	CO	7/11/05	5	40	1	Holbrook, Jonathan
60026	CO	01/20/08	5	40	1	Neal, Cassidy
60027	Cpl.	2/04/01	10	40	1	Wallace, Gary
60028	CO	9/11/05	5	40	1	Moore, Gerald
60029	CO	2/5/06	5	40	1	Hillenga, Marinus - vacant as of 7/4/08
60030	CO	8/20/06	5	40	1	Johnson, Marc
60031	CO	9/7/07	5	40	1	Strickland, Jack
				Total FTE	31	
				Vacant	2	
<b>Nursing</b>						
61007	Programs Coordinator		23	40	1	Gramuglia, John
61001	Medical Services Coordinator	6/7/04	18	40	1	Lady, Carol
61003	LPN		12	40	1	Cornish, Denise
61004	LPN	3/3/06	12	40	1	Pierce, Donald
				Total FTE	4	

## Sullivan County, New Hampshire

**Position Title:** Director of Finance

**Statement of Duties:**

This position ~~reports~~ <sup>Adminisrator</sup> to the County ~~Manager~~ and is responsible for providing administrative, supervisory, technical accounting and finance functions to elected officials, department heads, employees and reporting agencies in accordance Generally Accepted Accounting Procedures. This position plans, organizes and implements programs within organizational policies as well as preparing the County Budget.

**Position Functions:**

(essential functions)

1. Review all general journal entries, analyze monthly ledger reports for accuracy and ensure timely reporting to all county departments. Provide information to the Commissioners and the Delegation as required.
2. Oversee payroll operations insuring timely and accurate processing of <sup>by</sup> weekly payroll.
3. Supervise accounts payable function and review accounts payable invoices. Authorize department orders and check requests. Responsible for final authorization for any manual check requests for county departments.
4. Oversee ~~county's~~ self-funded insurance plan and act as liaison between the county and third party administrator.
5. Oversee resident account billing for medicaid, medicare, private pay, secondary insurers and appropriate receivables to insure timely and accurate billing for Sullivan County Health Care.
6. Review aging accounts work with resident account clerk to insure proper billing information is received for all new admissions and that closing of resident accounts are completed within required time.
7. Trace County cash flow and invest cash as approved by the Treasure.
8. Prepare annual budget in conjunction with <sup>County Administration</sup> department heads and elected officials.
9. Direct all year-end closing activities and completion of annual audit by an independent firm..
10. Serve as secondary signatory on checking accounts.

(other functions)

1. Maintain contact with banks and transfer funds as needed.
2. Assist in personnel actions to include hiring, promoting, discipline and training.
3. Maintain good working relations with all County Depts. the delegation and the public.

### **Minimum Qualifications**

Candidate for this position requires a bachelors degree in accounting, finance or related field. Certified Public Accounting designation is preferred. The incumbent should have a minimum of five years experience in supervision, management and budgeting; or combination of training and responsible work experience that would demonstrate possession of the required knowledge skills and abilities to perform the work.

A candidate should have a thorough knowledge of governmental accounting practices and administration and governmental rules and regulations. A through knowledge of computer accounting technology is essential. A candidate should have the ability to communicate effectively with the public, to plan organize and direct the work of others and maintain a high level of confidentiality.

### **Physical & Mental Requirements**

The incumbent works in a moderately noisy office setting with exposure to outdoor conditions up to 1/3 of the time. There is little risk of personal injury. Physical demands generally involve standing, climbing or balancing, stooping, kneeling, crouching and reaching with hands and arms up to 1/3/ of the time; walking up to 2/3 of the time; and sitting, talking or listening/hearing, and using of hands more than 2/3 of the time. Frequently weight is lifted or force exerted of up to 10 lbs. Occasionally weight is lifted or force exerted of up to 30 lbs. Seldom is weight lifted or force exerted up to 60 lbs. There are no special vision requirements for this position. Equipment used includes hand tools, office machines and personal computers.

### **Job Environment**

Duties at this level are complex and require the application of a variety of administrative procedures and financial management. Incumbent must be aware of the rules and regulations governing county operations, and be able to provide assistance to professional and non-professional staff. Guidelines for performing work consist of policies, state and local laws and regulations. Many of the guides lack utility for resolving specific situations. Hence ingenuity and creativity are essential to the position. Incumbent plans and carries out daily work with a high

degree of independence, in accordance with county laws, rules and regulations, and previous training.

Errors made could result in delays or loss of service, monetary loss, damage to buildings or equipment, or legal liability.

The incumbent has frequent contact with the public through representation of the county. Other contacts are typically with other county state and municipal agencies and local business. Contacts occur in person, through the use of the telephone and in writing.

Incumbent is a department manager who works under the administrative direction of the County Manager and must carry out full scale managerial responsibilities including the assignment of work, evaluation of subordinate performance, administering discipline, making certain that reports are completed with accuracy and on time, and ensuring that the work program of the department are completed. Subordinates are on the same shift but not in the same location.

The incumbent has full access to confidential employee records, collective bargaining matters, law suits and criminal investigations and records.

The incumbent supervises four full time employees.

## **Draft Job Description for Sullivan County Accounting Manager**

### **OVERVIEW**

Supervises, audits, and performs accounting and administrative work relating to governmental fund accounting, payroll, accounts payable, accounts receivable, fixed asset programs, grant administration and general ledger compliance with laws, policies, codes and regulations of governing agencies.

### **CLASSIFICATION SUMMARY:**

The primary function of this position is to oversee detailed accounting; auditing and financial recording procedures to ensure the County's financial records are accurate and comply with established rules and procedures. The Accounting Manager supervises the day-to-day operations of the Accounting/Payroll Department with oversight responsibility for payroll, auditing, accounts payable/receivable and grants administration. The Accounting Manager often assists or trains County personnel with accounting tasks and/or explains processes and procedures for consistency and compliance with rules and regulations. Supervision is exercised over all Accounting personnel involved in varied aspects of the County's accounting and financial system. The Accounting Manager ensures that all accounting and financial records and reports are in compliance with New Hampshire Department of Revenue Administration, GAAP, and GASB requirements. The Accounting Manager reports directly to the County Administrator but work is performed independently with extensive latitude to exercise independent judgment within the framework of existing policies, laws, ordinances and department procedures.

### **ILLUSTRATIVE EXAMPLES OF ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Supervises and audits the work of all Accounting staff who perform work related to the County's payroll, general ledger and accounts receivable/payable systems to ensure compliance with all applicable federal and state laws, rules and regulations, and ensure compliance with bargaining agreements and County personnel policies. Manages the cash position of the County including, but not limited to, daily, weekly and monthly bank reconciliation of various bank accounts and fund balances, coordinates all banking relations and services. Prepares the Comprehensive Annual Financial Report, which includes all governmental, special revenue, construction, enterprise and internal service funds. Prepares and preserves fixed asset ledgers, property control and inventory records and maintains ledgers and records of all funds. Assists the County Administrator and Department heads in the development and implementation of annual operating budgets

Provides training in technical accounting and internal system control assistance to accounting staff and other County personnel. Performs general ledger accounting work by making opening entries to the general ledger at the beginning of the budget year, all entries during the year, and closing entries at the end of the year; balances revenue and expenditure reports to the general ledger; balances general ledger cash and investment accounts to bank

statements; runs trial balances and balances general ledger accounts to subsidiary accounts. Analyzes, prepares and audits a variety of complex governmental financial statements and reports; draws conclusions and makes appropriate recommendations in conformance with generally accepted accounting principles. Audits, establishes, and recommends internal controls for the County's accounting system in accordance with New Hampshire State Department of Revenue Administration, GAAP, and GASB requirements. Supervises and evaluates performance of assigned personnel; assists in the interview and selection of new employees; evaluates and disciplines employees according to County policies and procedures; responsible for staff development of all accounting staff. Accounts for grants and related revenues and/or expenditures. Analyzes available cash balances, computes total costs and submit reimbursement requests for grants; prepares annual debt service schedules. Assures compliance with laws, policies, codes, and regulations governing municipal accounting; maintains high standards of professional accounting and auditing; develops and revises the City's accounting manual. Reviews new BARS, GAAP, and GASB directives; Determines methods to implement necessary changes in the city's accounting and financial management procedures as needed; Implements changes to comply with regulations and professional standards; sets up new funds as needed including revenue, expenditure, and general ledger accounts; enters proper summary codes, and audits for proper functioning; notifies departments of changes and provides training and assistance as required. Operates networked personal computers using proprietary financial software, plus spreadsheet, database, and word processing software (preferably Microsoft Office); Supervises and controls computer-based financial systems. Performs special project research, analysis and report writing work as assigned. Attends work on a regular and dependable basis. Interacts in a professional and respectful manner with County staff, elected officials and the public.

#### **OTHER JOB FUNCTIONS:**

Performs other tasks as assigned.

#### **Knowledge of:**

- ◆ Governmental accounting principles and practices, public finance, payroll systems, internal controls, and computerized financial systems and skill in their application;
- ◆ Professional level accounting (GAAP), auditing and reporting principles and practices and skill in their application;
- ◆ Computerized accounting practices on a computer network with Eden Systems or comparable software as required by the position;
- ◆ Preparation of financial statements and comprehensive accounting reports;
- ◆ State and federal tax regulations;
- ◆ Investment practices, bond accounting, and cash management;
- ◆ Supervisory practices and processes.

**Ability to:**

- ◆ Supervise and evaluate the work of others and provide guidance and direction to subordinates;
- ◆ Establish and maintain effective working relationships and training opportunities with County staff.
- ◆ Work independently with little direction;
- ◆ Understand, execute and explain complex oral and written instructions;
- ◆ Evaluate current financial systems for quality control, and to take the initiative to propose alternative procedures;
- ◆ Analyze technical workflow and personnel-related problems and develop appropriate solutions;
- ◆ Physically perform the essential functions of the job.

**MINIMUM QUALIFICATIONS**

:

(Persons applying for a position of this class should have any combination of the following experience and training.)

Five or more years of increasingly responsible supervisory and professional accounting experience in municipal or governmental accounting; Bachelor's degree in accounting, finance, or closely related field; or substituting college level course work or training in governmental accounting, financial management or supervision for up to one year of the experience; or any equivalent combination of experience and training. CPA preferred.

**Greg Chanis**

**From:** Betsy Miller [bmiller@nhcounties.org]  
**Sent:** Friday, June 20, 2008 10:32 AM  
**To:** 'Ben Nelson'; 'Bing Judd'; 'Bronwyn Asplund-Walsh'; 'Bud Daigneault'; 'Carol Holden'; 'Christopher Boothby'; 'David Sorensen'; 'Don Stritch'; 'Ethel Jarvis'; 'George Magiaras'; 'J.D. Colcord'; 'Jack Pratt'; 'Jeff Barrett'; 'Katharin Pratt'; 'Katherine Rogers'; 'Marge Webster'; 'Marge Webster'; 'Martha Richards'; 'Maureen Barrows'; 'Michael Clemons'; 'Mike Cryans'; 'Paul Dumont'; 'Paul Grenier'; 'Peter Olkkola'; 'Ray Burton'; 'Richard Long'; 'Roger Zerba'; 'Ronald Chagnon'; 'Thomas Brady'; 'Tim Rogers'; 'Toni Pappas'; 'Cathy Stacey'; 'Eileen Bolander'; 'Theresa Young'  
**Cc:** 'Barber, Mimi'; 'Bishop, Nancy'; 'Chanis, Gregory'; 'Collins, Suzanne'; 'Courtney Marshall'; 'Gill, Diane'; 'Painter, Forrest'; 'Robinson, Ellen-Ann'; 'Curtis, Sherrie'; 'Hilliard, Ina'; 'Ladd, Brenda'; 'Moulton, Cheryl'; 'Schonfeld, Carol'  
**Subject:** FW: FW: County MOA Final  
**Attachments:** County MOA Final.doc; County MOA Attachments.xls; Copy of MOA Attachments.xls

Here is the final Memorandum of Agreement with the agreed upon attachments regarding liability in '09 and '10 and the distribution of the credit. The attachments are based on the counties' numbers.

We need the Chairman of the Board of Commissioners in each county to sign the Memorandum and fax it back to me at NHAC - fax # 224-8312.

Please let me know if you have any questions or comments.

Thank you all for your cooperation in this lengthy endeavor!

Betsy

-----Original Message-----

**From:** jwallace@dhhs.state.nh.us [mailto:jwallace@dhhs.state.nh.us]  
**Sent:** Thursday, June 19, 2008 2:25 PM  
**Subject:** Re: FW: County MOA Final

With the final, final revised numbers, this is the final, final MOA ready for signature.

(See attached file: County MOA Final.doc)

(See attached file: County MOA Attachments.xls)

"Betsy Miller"  
 <bmiller@nhcounties.org>

06/19/2008 10:43 AM

**MEMORANDUM OF AGREEMENT**

by and between the  
New Hampshire Counties  
and the

New Hampshire Department of Health and Human Services

WHEREAS, in HB 2, Chapter 263, Laws of 2007, the General Court of the State of New Hampshire enacted various provisions altering, in part, the financial relationship between the State and its ten county governments effective July 1, 2008; and

WHEREAS, the State, acting through the Department of Health and Human Services ("State"), and the ten county governments ("Counties"), wish to agree upon the standards and procedures for the transition to the new financial relationship between them in accordance with HB 2, Chapter 263, laws of 2007 ("Transition");

NOW THEREFORE, the State and the Counties do hereby enter into this Memorandum of Agreement and agree as follows:

**I. Projected Liability Calculations.** The projections for county liability under RSA 167:18-a, IV (2007) shall be determined using the following methodology:

- A. Total actual county billings for SFY 08, based upon billings through April 2008, are projected to be \$92,400,000. This total actual county billings is derived from all categories of current county reimbursement obligation—nursing home, skilled nursing care, home and community based care for the elderly and chronically ill (HCBC-ECL, which includes Mid-Level care services), provider payments, "clawback," cash payments for persons receiving old age assistance (OAA) and aid to the permanently and totally disabled (APTD), medical assistance contributions for OAA and APTD recipients, and services to children and youth under RSA 169-B, 169-C and 169-D.
- B. The SFY 08 total county billings shall be inflated by 3.7 percent for SFY 09 to provide the total projected county liability for SFY 09 and shall be inflated by an additional 3 percent for SFY 10 to provide the total county projected liability for SFY 10. These sums shall serve as the limits on total county liability unless they exceed the fixed overall limits in RSA 167:18-a, II.
- C. The total projected liability for each County for SFY 09 and SFY 10 shall be determined by taking each County's average percentage of total county billings for SFY 05, SFY 06 and SFY 07 and multiplying that average percentage by the projected county liability totals for SFY 09 and SFY 10. These projections are as contained in Attachment A to this Agreement.

**II. Credit Calculations.** The following procedures shall govern the allocation of credits provided for in RSA 167:18-a, III for SFY 09 only.

- A. The State shall provide the Counties with the \$5 million credit in the first bill issued in SFY 09.
- B. For that share of the credit that is based upon prior expenditures, each County's share of the credit shall be its percentage of the total billings for nursing home and HCBC-ECI expenses for SFY 08 as contained in Attachment B to this Agreement.
- C. For the portion of the credit that involves the relative proportions of residents age 65 or older who are Medicaid recipients, each County's share shall be as contained in Attachment C to this Agreement.

III. County Payments. The Counties shall pay the first bill in SFY 09 after application of the credit. Thereafter, the Counties shall pay subsequent bills up to the projected total liability or may make equal monthly payments to the State for the remaining amounts due for SFY 09.

IV. Transition Billings. The following shall govern the responsibilities of the parties for billings during the Transition.

- A. The responsibility of the Counties to reimburse the State for services provided prior to July 1, 2008, shall be limited to those services for which the State has issued bills to the Counties prior to July 1, 2008. This shall apply to all service categories except for nursing home and HCBC-ECI for which the Counties have an ongoing obligation. SFY 08 billings for nursing home and HCBC-ECI services that are paid by the Counties in SFY 09, shall be paid at the reimbursement percentage applicable to SFY 08, i.e. 50 percent of the non-federal share. The Counties shall have no liability for reimbursement for services in other categories that are not their ongoing obligation if bills have not been issued for that service prior to July 1, 2008, except that bills issued prior to July 1, 2008 that are redirected from one county to another after June 30, 2008 shall be a county obligation even though the county billed did not receive such bill until after June 30, 2008.
- B. On or about May 31, 2008, the Counties shall provide the State with access to copies of all documentation, whether in paper or electronic form, required for the processing of attorney and Guardian Ad Litem bills. This documentation shall include, but not be limited to, copies of notifications of eligibility, assignments of counsel, and signed motions or letters allowing attorneys to exceed the maximum fee.
- C. The Counties and the State agree to continue to work to resolve any outstanding issues related to deductions from bills and withheld payments for claims made by the Counties prior to July 1, 2008.

V. Parental Reimbursement. The following shall govern parental reimbursement activities carried out by the State, or by a County under separate agreement with the State, pursuant to RSA 169-B:40, IV, 169-C:27, IV, and RSA 169-D:29, IV.

- A. Parental reimbursement funds received by the State after June 30, 2008 shall be returned to the Counties based upon the share the Counties were billed for the services on which a reimbursement order is based.
- B. In addition to the foregoing reimbursement, for any case that is open as of the date of transfer of the case from a County to the State, the State shall pay to that County an additional 5 percent of the total amount received as an administrative fee in recognition of that County's work in establishing the case. An open case is defined as a case in which the responsible party has an obligation to pay established either by written agreement or by order of the court.

VI. Non-Waiver of Legal Claims. It is the position of the Counties that Chapter 263, Laws of 2007 (HB 2), violates Part I, Article 28-a of the New Hampshire Constitution, and thus the provisions of this law may not lawfully be applied against the Counties. By entering into this Memorandum of Agreement, the Counties in no way are waiving any of their rights or claims with respect to Chapter 263 raised in the matter of New Hampshire Association of Counties, et al. v. State of New Hampshire (Merrimack County Superior Court No. 07-E-0320).

VII. Termination of Memorandum of Agreement. This Memorandum of Agreement shall terminate at 11:59 PM on June 30, 2010. Also, this Memorandum of Agreement shall be terminated in the event there is a final ruling by the N. H. Supreme Court in the matter of New Hampshire Association of Counties, et al. v. State of New Hampshire (Merrimack County Superior Court No. 07-E-0320) that RSA 167:18-a, as enacted in Chapter 263, Laws of 2007 violates Part I, Article 28-a of the New Hampshire Constitution.

VIII. Waiver of Breach. No failure by a party to enforce any provisions hereof shall be deemed a waiver of its right with regard to that event, or any subsequent event, and the party shall not be deemed to have waived its rights to enforce each and all of the provisions hereof upon any further or other default by the other party.

IX. Notice. Any notice by a party hereto shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the other party at the addressed set forth below.

X. Amendment. The Memorandum of Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

XI. Construction of Agreement and Terms. This Memorandum of 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.

XII. 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.

**XIII. Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understanding relating hereto.

IN WITNESS THEREOF, the parties have executed and approved this Memorandum of Agreement on the dates below.

State:

Nicholas A. Toumpas Commissioner New Hampshire Department of Health And Human Services 129 Pleasant Street Concord, NH 03301	Date
---	------

Counties:

Philip "Bud" Daigneault Belknap County 34 County Dr. Laconia, NH 03246	Date	David Sorenson Carroll County P.O. Box 152 Ossipee, NH 03864	Date
---	------	---	------

Roger Zerba Cheshire County 33 West St. Keene, NH 03431	Date	Burnham "Bing" Judd Coos County P. O. Box 10 W. Stewartstown, NH 03597	Date
--	------	---	------

Michael Cryans Grafton County Box 1 North Haverhill, NH 03774	Date	Toni Pappas Hillsborough County 329 Mast Rd., Suite 1 Goffstown, NH 03045	Date
--	------	--	------

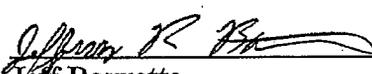
J. D. Colcord Merrimack County	Date	Maureen Barrows Rockingham County	Date
-----------------------------------	------	--------------------------------------	------

4 Court St., Suite 2  
Concord, NH 03301

119 North Rd.  
Brentwood, NH 03833

George Maglaras  
Strafford County  
P. O. Box 799  
Dover, NH 03821

Date

  
Jeff Barrette  
Sullivan County  
14 Main St.  
Newport, NH 03773

Date

7/1/08

<b>ATTACHMENT A</b>			
<b>Projected County Liability for SFY 2009-2010</b>			
<b>Counties</b>	<b>3-year average % of total billings</b>	<b>County Liability Projection SFY2009</b>	<b>County Liability Projection SFY2010</b>
Belknap	5.048%	\$ 4,836,933	\$ 4,982,041
Carroll	3.790%	\$ 3,631,533	\$ 3,740,478
Cheshire	6.348%	\$ 6,082,577	\$ 6,265,055
Coos	5.771%	\$ 5,529,703	\$ 5,695,594
Grafton	6.823%	\$ 6,537,717	\$ 6,733,848
Hillsborough	31.321%	\$ 30,011,406	\$ 30,911,749
Merrimack	11.267%	\$ 10,795,904	\$ 11,119,781
Rockingham	15.526%	\$ 14,876,827	\$ 15,323,132
Strafford	9.318%	\$ 8,928,396	\$ 9,196,248
Sullivan	4.788%	\$ 4,587,804	\$ 4,725,438
	100.000%	\$ 95,818,800	\$ 98,693,364

## ATTACHMENT B

## County Prior Year Expenditure Credit

Counties	HCBC&INC Billings July 07-April 08	Counties % of HCBC&INC Billings July 07-April 08	\$4,000,000 Credit Allocated on LTC Billings
Belknap	\$ 2,565,272.00	5.282%	\$ 211,293
Carroll	\$ 1,840,846.00	3.791%	\$ 151,624
Cheshire	\$ 3,326,152.00	6.849%	\$ 273,964
Coos	\$ 3,220,579.00	6.632%	\$ 265,268
Grafton	\$ 3,751,725.00	7.725%	\$ 309,017
Hillsborough	\$ 14,734,695.00	30.341%	\$ 1,213,646
Merrimack	\$ 5,164,947.00	10.635%	\$ 425,419
Rockingham	\$ 7,310,616.00	15.054%	\$ 602,150
Strafford	\$ 4,323,121.00	8.902%	\$ 356,081
Sullivan	\$ 2,325,431.00	4.788%	\$ 191,538
Total	\$ 48,563,384.00	100%	\$ 4,000,000

**Greg Chanis**

**From:** Peter Farrand [peterf@sullivancountynh.gov]  
**Sent:** Tuesday, July 01, 2008 1:46 PM  
**To:** Greg Chanis  
**Subject:** Comm County Manager.doc  
**Attachments:** header.htm

**Position Title:** County Manager**Statement of Duties**

Serves as the Commissioners' agent, for the financial and administrative management of Sullivan County. Oversees and coordinates the business, fiscal, purchasing and human resources activities of the following departments or functions:

<input checked="" type="checkbox"/> Text Bbox: 1. 2. 3. 4. 5. 6. 7. 8. 9.	Nursing Home Department of Corrections Commissioners' Office Maintenance of all County Property Human Relations Communications and Information Technology Cooperative Extension Conservation District Long Term Care Coordinator
--	---

Additional duties will include:

1. Assist the Commissioners in preparing the County Commissioners' annual budget in conjunction with department heads and elected officials; assist Commissioners in presenting budget to County Financial Committee and County Legislative Delegation; prepare and recommend Commissioners Office Budgets to the County Commissioners.
2. Monitor and review departmental expenditures on a monthly basis to assure that expenditures do not exceed budgetary appropriations; keep the Commissioners informed of the County's financial status at all times; advise Commissioners about possible appropriation transfers and assist Commissioners in presenting transfer requests to the Financial Committee.
3. Monitor the County's cash flow and keep the County Treasurer informed of the County's financial status at all times.
4. Develop and recommend to the Commissioners for approval, policies and procedures regarding accounting, administration, bidding, budgeting, contracts, grants, human relations, insurance, leasing of lands and building space, leasing of equipment, personnel, purchasing, and other County activities as necessary; oversee the implementation and compliance of policies adopted by the Board of Commissioners.
5. Develop and recommend to the Commissioners for approval, capital budget plans and other long-range plans and projects, working in conjunction with department

- heads and elected officials.
6. Establish and maintain effective communications with outside organizations. Participate in community, state and national associations and professional activities.
  7. Review operations of the County Nursing Home, Department of Corrections, Maintenance and other Departments with department heads on a regular basis. Conduct regular meetings with other department heads and elected officials on a regular basis to promote communication, coordinate activities, and resolve problems. Coordinate vacation and personal leaves for the Nursing Home Administrator, Corrections Superintendent, and Director of Environmental Services.
  8. Manage and coordinate the county human relation's function in compliance with all state and federal regulations. Responsible for developing and maintaining policies and procedures, for establishing recruitment and equal employment procedures, and for maintaining fair labor practice requirements. Communicate with and coordinate the input of department heads and Sullivan County elected officials regarding personnel policies; recommend personnel policies for approval by the Board of Commissioners.
  9. Supervise the business office and the delivery of services under his/her direction; supervise the Human Services Coordinator and the delivery of services under his/her direction.
  10. Monitor funding of Social Services programs and state incentive fund grant recipients in conjunction with the Human Services Coordinator
  11. Identify funding sources, submit grant applications and oversee block grants and other federal and state grant and funding programs.
  12. Keep informed and advise Commissioners regarding all laws, statutes, rules, and regulations and policies relating to County 3-overnment; seek interpretation of same from the County Attorney or other appropriate legal authority when needed. Serves on the New Hampshire Association of Counties executive committee.
  13. Provide Commissioners with information needed for negotiating with employees and for setting salary levels for unclassified employees.
  14. Meets with the Board of Commissioners to present items for vote, recommendation, and/or review, prepare the agenda for Commissioners' meetings and schedule appointments with the Commissioners; attend and assist Commissioners during meetings of the County Executive Committee and County Legislative Delegation.
  15. Assure responsible coverage of County activities by the press. Communicates with County officials, members of the public and other agencies, representing the County in administration and management issues. Acts as media point of contact for county.
  16. Other duties as directed by the Board of Commissioners.

### **Minimum Qualifications**

Bachelor's Degree in Business or related degree with strong background in budget/finance, planning, personnel and other related administrative functions. A Masters in Business Administration is desirable. Five- (5) years minimum total experience **required** with a minimum of two years government experience. Must possess extensive leadership, communication and interpersonal skills.

### **Physical & Mental Requirements**

The incumbent works in a moderately noisy office setting, with exposure to outdoor conditions, extremes of heat and cold, and risk of electric shock up to 113 of the time. There is some risk of personal injury resulting from exposure to ill residents. Physical demands generally involve standing, walking, sitting, talking or listening/hearing, and use of hands up to 1/3 of the time. Seldom is weight lifted or force exerted up to 30 lb. There are normal vision requirements for this position. Equipment used includes automobile, office machines and personal computers.

### **Job Environment**

Incumbent is a manager who reports directly to the Commissioners and must carry out full scale managerial responsibilities for the county and oversee the financial affairs of the county, including the assignment of

work, evaluation of subordinate performance, administering of discipline, making certain that reports are completed with accuracy and on time, and ensuring that the work program of departments are completed. Subordinates are not always on the same shift and are dispersed in different offices. Duties at this level are very diverse and require the application of a variety of provisions of administrative procedures, financial management and personnel practices. Incumbent must be aware of rules and regulations governing county operations, and be able to provide assistance to professional and non-professional staff. Guidelines for performing work consist of policies, state and local laws and regulations. Many of the guides lack utility for resolving specific situations. Hence, ingenuity and creativity are essential to the position.

Errors made could result in personal injury, delay or loss of service, monetary loss, injury to other employees, damage to buildings or equipment, or legal liability.

The incumbent has frequent contact with the public through representation of the county, primarily through residents, families, regulators, vendors, contractors and other human service agencies. Other contacts are typically with other county, state and, municipal agencies and local businesses. Contacts occur in person, through the use of the telephone and in writing.

### **Supervision**

Incumbent works under the policy direction of the Commissioners. The incumbent has personal responsibility and authority for ensuring the efficient and cost effective administration of the county. There is considerable latitude for independent judgment and action in making day-to-day decisions within assigned areas of responsibility. The Commissioners decide policy matters, but the incumbent is expected to provide input into policy development. Performance is evaluated through conferences and observations of results achieved.

The incumbent has full access to confidential employee records, collective bargaining matters, law suites, and criminal investigations and records.

The incumbent occupies the top administrative and managerial post in the county government and must exercise controls directly over county departments or indirectly or as directed by the Commissioners for other county agencies under the direction of the Commissioners. This involves the interpretation of Commissioners policies, the hiring of employees, the review of budgetary and other requests assuring that deadlines are met *and* that goals and objectives are achieved. The incumbent directly supervises department managers who are not all in the same location. Work is considered stable. The incumbent is required to work normal business hours but be available for work outside normal business hours.