

# Lease Agreement

THIS LEASE AGREEMENT is made and entered into on this day the 5<sup>th</sup> day of April 2010 by and between Lori Hogan of 1514 Route 3 North, PO Box 379, Twin Mountain, NH 03595 (hereinafter referred to as "Landlord") and Town of Carroll, 146 School Street, PO Box 92, Twin Mountain, NH 03595 (hereinafter referred to as "Tenant").

Wherein, it is mutually agreed and hereby acknowledged, the following terms and conditions:

1. **Tenant.** Town of Carroll – Police Department
2. **Leased Premises.** 2,880 sq ft building located at 480 Profile Road, Twin Mountain, NH 03595. Landlord acknowledges that the Tenant's proposed use is for a temporary Police Station, and warrants that, at the commencement of the lease, the premises are in sound structural condition, in compliance with all known applicable codes or laws, and that there are no known defects or impediments which would render the premises unsafe or unsuitable for the proposed use, and that upon performance of all the terms of this Lease, Tenant shall quietly have and enjoy the leased premises without hindrance or molestation by anyone claiming by or through Landlord.
3. **Rent.** In consideration of the Lease, Tenant agrees to pay to Landlord fixed rent, payable in quarterly installments of \$4,650 on the 1<sup>st</sup> of May, August, November and February. Each year, on the 1<sup>st</sup> of May the rent will be adjusted for inflation. The parties agree to use the 12-month change in the Northeast Consumer Price Index – by region to determine the inflation rate each year.
4. **Discount.** \$300 per quarter if rent is **received in hand** on or before the 1<sup>st</sup> of each quarter as outlined above.
5. **Term.** 4 years (48 months) commencing on May 1, 2010 and expiring on April 30, 2014. The tenant will provide written notification of their intent to renew at least 75 days prior to the expiration of the lease.
6. **Deposit.** \$1,450 to be held by the landlord until the expiration and proper inspection of the property. The cost of repair, damage or costs to "return to original condition" will first be applied to the deposit with any excess billed to and payable by the Tenant.
7. **Costs.** All costs for utilizing the property including but not limited to; heating oil, propane, electric, water, trash & recycling, landscaping, snowplowing, taxes, insurance, security, telephone, cable/internet and signage will be the responsibility of the Tenant.

- 8. Real Property Taxes.** Tenant shall pay all real property taxes assessed against the Leased Premises for all proportional fractions of any tax year during which this Lease Agreement is in effect.
- 9. Signage.** The size and number of any signs installed by the tenant shall not exceed the existing street signage and roof sign as permitted by the existing site plan approved by the Carroll Planning Board.
- 10. Maintenance & Repairs.** Tenant shall, at its sole cost and expense, keep the Leased Premises in the same condition and repair as they are found upon the commencement of this Lease, maintain the Leased Premises in a neat and attractive condition, and good repair. Without limitation to the foregoing, Tenant shall, at its sole cost, (i) generally maintain the Leased Premises, including painting, the repair of floors, the keeping of windows and doors watertight, generally maintain of all plumbing, water, sanitary sewer and wastewater, electrical, heating and other utility systems servicing the Leased Premises, (ii) provide normal maintenance and repair to the equipment and machinery servicing the Leased Premises and to the Equipment, and (iii) keep the Leased Premises neat and clean. The Tenant's obligation under this paragraph shall not extend to the repair of any basic structural defect, damage or destruction of the premises, which is not the fault of the Tenant, and is not covered by the insurance set forth in Paragraph 14. Any such defect, damage or destruction shall entitle the Tenant to terminate this Lease as provided in Paragraph 18.
- 11. Tenant Improvements.** Tenant shall not be allowed to alter, improve or make additions to the Leased Premises without the Landlord's written consent. All alterations, improvements and additions shall be outlined in writing and submitted to the Landlord for approval. Cost of all improvements shall be the responsibility of the Tenant. Improvements should be "temporary" in nature and shall be removed at the end of the lease term, unless otherwise specified by the Landlord. Tenant will store any items removed and return them to their original location upon the termination of this lease agreement. Any permanent improvements that are approved by the Landlord are the property of the Landlord and will be surrendered at the end of the lease term.
- 12. Permitted Use.** The tenant will obtain, at their costs any necessary approvals to ensure compliance with all Town planning and zoning and State regulations.
- 13. Insurance.** Tenant will maintain replacement value insurance with liability coverage at a minimum of 1,000,000 per occurrence / 2,000,000 aggregate with the Landlord listed as loss payee and additional named insured. Landlord will be provided with a certificate of insurance annually noting compliance, and standard notification of changes or cancellation.
- 14. Assignment or Subletting.** Tenant shall not assign this Lease or sublet the Leased Premises or any part thereof.

**15. Restrictions.**

- (a) The Tenant has expressed that the rental of the apartment would not be appropriate due to the nature of the activity that will occur within the building. Thus the Tenant agrees not to sublet any part of the building or provide any on-sight housing.
- (b) A billboard is located on the parcel adjacent to the Leased Premises. The Landlord has leased the billboard under a separate lease agreement. The Tenant will not have access to use the billboard as signage and will not restrict access by the Landlord or the lessee of the billboard.

**16. Landlord's Access.** Landlord or its representative shall have access to the Leased Premises at reasonable intervals, during normal business hours, for the purposes of inspection, showing the Premises to any prospective renter or mortgagee, and/or making repairs. The Landlord will coordinate with the town to ensure access and repairs are completed with the least interference to the police department.

**17. Termination and Default.** Landlord may terminate this Lease Agreement upon thirty (30) days written notice to Tenant upon any breach or default of any of Tenant's obligations under this Lease, and upon failure of Tenant to cure the default by payment or performance of any obligation hereunder within a reasonable period set forth in said written notice, not to be less than 20 days. Following termination, Tenant shall remain responsible to Landlord for all rent due under this Lease, and shall remain liable for any costs, claims, liabilities or damages arising out of Tenant's default or any obligation set forth in this Lease. Tenant may terminate this Lease Agreement upon thirty (30) days written notice to Landlord upon any breach or default of any of Landlord's obligations under this Lease, and upon failure of Landlord to cure the default by performance of any obligation hereunder within a reasonable period set forth in said written notice, not to be less than 20 days, to include Landlord's failure to repair/reconstruct the Leased Premises after any defect, damage or destruction which is not the fault of the Tenant within a reasonable period of time, regardless of whether such defect, damage or destruction is covered by the insurance set forth in Paragraph 14.

**18. Tenant's Indemnification and Hold Harmless Obligations.** Landlord shall have no liability or responsibility for any acts or omissions by Tenant or any of its officers, principals, agents or employees. Tenant hereby indemnifies and holds harmless Landlord of and from any and all acts and omissions by Tenant and/or its officers, principals, agents, and employees. Tenant shall have no liability or responsibility for any acts or omissions by Landlord or any of its officers, principals, agents or employees. Landlord hereby indemnifies and holds harmless Tenant of and from any and all acts and omissions by Landlord and/or its officers, principals, agents, and employees.



Witness:

\_\_\_\_\_

TENANT:

\_\_\_\_\_  
Bonnie Moroney, Selectmen      Date

\_\_\_\_\_  
Chris Hancock, Selectmen      Date

\_\_\_\_\_  
Mark Catalano, Selectmen      Date

**Ammonoosuc River Local Advisory Committee (ARLAC)**  
**Annual Report 2009**  
**Chairman, Charlie Ryan**

The highlight of 2009 was the designation of the Upper Reach of the Ammonoosuc River into the Rivers Management and Protection Program (RMPP), protecting the entire river from its source at Lakes of the Clouds on Mt. Washington to the confluence with the Connecticut River. The first half of the year in 2009 was devoted to seeing this goal through to completion. Five Local Advisory Committee (LAC) members were present at the Legislative Hearing for HB452 on March 3 as well as at the NH Senate Energy, Environment, and Economic Development Committee HB452 Hearing on April 16; they provided written and spoken testimony to both hearings. Leslie Bergum also attended the HB452 Hearing on May 28<sup>th</sup>. The Senate voted HB452 as Ought to Pass on June 3<sup>rd</sup> and the NH House received concurrence on June 10. Governor Lynch signed the Upper Reach Designation in Dover on July 15. LAC Member, Leslie Bergum attended the ceremony. The story received state and local press coverage throughout the process. The designation of the Upper Reach went into effect on September 13<sup>th</sup>.

In June members commenced working on the Ammonoosuc River Corridor Management Plan. Tara Bamford, Planning Director for the North Country Council, facilitated the process of drawing up a list of issues and goals for the plan. A Management Plan Subcommittee of 5 members was formed and started meeting monthly to do preliminary work; the Subcommittee met at intervals with all the LAC members to get everyone's input. North Country Council (NCC) and Connecticut River Joint Commission (CRJC) assisted LAC in obtaining funding to do the plan. The Ammonoosuc Conservation Trust (ACT) offered LAC members information on the subject of educating the public about watershed resources, including landowner outreach and education. Funding for the Management Plan was received from the Upper Connecticut River Mitigation & Enhancement Fund of the NH Charitable Foundation and the NHDES for Watershed Assistance for High Quality Waters.

Dr. John Field, Consultant Field Geology Services and his Associate, Nicolas Miller carried out a Fluvial Geomorphological Study of the Ammonoosuc River. The data provided by the study and the final report will provide valuable information for the Management Plan, such as erosion and flood hazard mapping. The fieldwork along the river was hampered by rainfall over the summer months; the study continued into the late fall. Dr. Field gave a presentation to the seven river corridor towns at a Public Hearing held in Littleton on June 22, informing attendees about his study in progress. The Ammonoosuc River Assessment Advisory Committee (ARAAC) held its first meeting on September 2nd. Rick Walling was appointed LAC's Representative on the ARAAC Committee. Dr. Field presented his results to date at a Public Hearing in Littleton on September 22. In October and November Dr. Field held public outreach meetings with each town's Board of Selectmen, Planning Board, Conservation Commission, and with other interested parties. Dr. Field and Sharon Francis, Executive Director of the Connecticut River Joint Commission, met with LAC members November 4th to discuss 8 potential Ammonoosuc River sites for conservation and restoration projects. This

discussion set the course to give consideration to future projects, identifying important conservation and archaeological areas along the river. The Management plan, which is a work in progress, continues on into 2010.

### Applications

In 2009 LAC members reviewed State of NHDES Wetland Bureau Permit Applications for 3 of the 7 corridor towns, made field inspections at each of the permit sites, and commented on 2 applications.

### Public Hearings

- Members attended the January 29<sup>th</sup> Riverbend/DES Comprehensive Shoreland Protection Act Hearing.
- They sent written testimony to the NH Senate Finance Committee HB2 Hearing on April 15 and May 22.
- Members attended the DES Dalton Drag Strip Regional Public Hearing on July 16<sup>th</sup>, providing both spoken and written testimony.
- They attended the DES Stream Crossing Hearings in Lancaster and Plymouth on November 9 and 10, sending a letter of comment November 18<sup>th</sup>.

### Workshops

- Members attended Israel River Water Quality Presentation by DES Biologists, Ted Walsh and David Neils on May 19<sup>th</sup>.
- DES Water Primer May 27<sup>th</sup>.
- CRJC Presentation on Connecticut River, Clean Water Healthy River June 11.
- Israel River Watershed Stream Connectivity Mapping: Culvert Training Program in a Field Implementation Study, discussed perched culverts September 11.
- The NRCS Conservation Easement Workshop November 12.
- DES Watershed Conference November 20<sup>th</sup>.

### VRAP

Jen Drociak, Volunteer River Assessment Program (VRAP) Coordinator, provided a water quality training program. Five LAC members volunteered to do monthly water quality testing from May into October, excluding September. New sites were added to the roster for a total of 16 sampling stations, located at elevation of 2000' down to 500'. No adverse water quality issues were found. Phosphorus testing was done for the first time as a baseline at 5 stations; the findings were below the level of concern. The DES did Macro-invertebrate bio-monitoring in the river on August 11<sup>th</sup>. DES VRAP Intern, Sabrina Kliman, did Field audit on October 16.

### Issues

- Concern that the extent of gold dredging activity is starting to outgrow a recreational level in hot spots. Need for greater outreach to educate the public about wetland permit and landowner permission requirements.
- Invasive Plants
  1. Japanese Knotweed
    - a.) Littleton- the lower end of Palmer Brook is bordered by dense growth of

- knotweed overhanging the brook to outflow into the Ammonoosuc River.
- b.) Littleton- hedge of knotweed alongside the river next to Shaws
  - c.) Lisbon and Bath- extensive growth seen in multiple locations along river
2. Purple Loosestrife- in meadow by box stores (Littleton)
  3. Bull Thistle found in Littleton and in area between Bath and Lisbon.
  4. Algae Didymo- none observed

#### Awards

EPA presented New England Region Environmental Merit Award to NHDES Volunteer River Assessment Program, April 2009

#### 2009 Ammonoosuc River Local Advisory Committee

Charlie Ryan, Chairman (Littleton)  
Richard Walling, Vice Chairman (Bath)  
Connie McDade, Secretary (Littleton)  
Michael King, Treasurer (Haverhill)  
William Harris, *New Member* (Haverhill)  
Errol Peters, *New Member* (Landaff)  
Steve Jesseman, Member (Lisbon)  
Marilyn Johnson, Member (Bethlehem)  
Joan Karpf, Member (Carroll)  
Leslie Bergum, Member (Carroll)

#### Served as Member for Part of 2009 (Resigned)

Robert Fagnant, Member (Haverhill)  
Michael Dannehy, Member (Woodsville)  
Dennis Solinsky, Member (Bath)  
Douglas Erb, Member (Landaff)  
Jonathan Reid, Member (Lisbon)  
Aaron Townshend, Member (Littleton)  
Victoria McMillan, Member (Bethlehem)

#### Nominated Candidate Members

Jessica Willis, (Littleton)  
Duncan McKee, (Lisbon)  
Linda Dowling, (Carroll)

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Compiled by Connie McDade, Secretary

Submitted by Charlie Ryan, Chairman