

Sullivan County NH

Type of meeting: Board of Commissioners Regular Business Meeting - Public Meeting Minutes
Date/Time: Thursday, May 21, 2009; 3 PM
Place: Unity, County Complex

Attendees: Commissioners Jeffrey Barrette – Chair and Bennie Nelson – Vice Chair; Greg Chanis – *County Administrator*; C. Dave French – *County Treasurer*; Ted Purdy – *Sullivan County Health Care Administrator*; *High County Sheriff* Michael Prozzo; Superintendent Ross L. Cunningham – Department of Corrections (DOC); Sergeant Dan Gokey – DOC; and Sharon Johnson-Callum (minute taker).

Public attendees: Archie Mountain – Eagle times staff reporter and Suzanne Gottling – State/County Delegate

3:06 The Chair brought the meeting to order. All recited the Pledge of Allegiance.

Special Note:

The Chair noted Commissioner Jarvis had accident at home, would not be joining them for a few weeks, as she was being treated at the Concord Hospital, and wanted to wish her well.

Agenda Item No. 1 Presentation on Composting @ Unity Complex Anne Nordstrom, Antioch of New England

Discussions postponed until Commissioner Jarvis is available to participate.

Agenda Item No. 2 County Treasurer Report

Agenda Item No. 2.a. Ratification of Connecticut River Bank Documents on the 2 Million Borrowing

Mr. Chanis noted this pertained to the \$2 million line of credit approved by both the Board and EFC previously; these documents were from the bank to finalize the paperwork required to continue operations to the end of FY09. Both Commissioner Barrette and Nelson signed the document [Appendix A].

Agenda Item No. 2.b. Authorization For Borrowing from July 1, 2009 to December 2009, in Anticipation of Tax Revenues

Mr. French noted Mr. Chanis did a cash flow analysis, and based on this, he'd would like the Board to approve a \$5 million for of line of credit to continue county operations in FY10 from 7/1/09 – 12/31/2009.

3:12 Motion: to authorize the County Treasurer to go out to bid for tax anticipation of \$5 million.
Made by: Nelson. Seconded by: Barrette.
Discussion: Mr. Chanis confirmed it is not the intent to borrow this to pay off the other line of credit.
Voice vote: All in favor.

Agenda Item No. 3 Sullivan County Health Care Administrator Report

Agenda Item No. 3.a. Census

Mr. Purdy distributed copies of the [Appendix B.1-9]:

- April Census and Revenue – exceeded budgeted census days in all categories, allowing the County to exceed the budgeted revenue in all categories except Medicare Part B, due to therapy resources committed to Part A patients. There is a positive variance of \$94,188. Purdy indicated they had consistent staff, large amount of Medicare needs, so less therapy staff available to provide for Med. B services. He does not want to hire more therapy until more consistent.
- Revenue Review thru 3/31/09 – private pay variance of \$257,865; with Year To Date total variance of \$164,899.
- Medicare Length of Stay Analysis – total admissions and re-admissions up, with it very significant from February to April.
- Sullivan County Nursing Home Quarterly Resident Census – Purdy expects to meet total budget in next couple months – 145 today's census.
- Summary Admission / Discharge Lists reviewed
- Month end Aged Analysis reviewed

Agenda Item No. 3.c. Staff

Mr. Purdy noted they hired 10 LNA's and one (1) licensed. They've decreased agency staff from 125-150 hours, per day in winter, to 60-75 hours per day, current. He confirmed the External Care Coordinator resigned and they are addressing how they will fill the position. Their Dietician, who has been with the County 4 yrs, will be resigning 6/4/09, therefore, are recruiting for another and held interviews yesterday – this position is budgeted for 30 hours per week and he reevaluated this with other dieticians who confirmed 24-30 hours is appropriate.

Agenda Item No. 4 DOC Superintendent's Report

Census

Supt. Cunningham distributed copies of the DOC census [Appendix C] – In House 78 vs. 101 5/21/08. Total Census 113 vs. last year 131. Classification process has been placed, as well as the flow matrix; using behavioral piece.

Staffing

Program Director and Supervisor 3rd Shift positions are being posted.

Agenda Item No. 5. Sheriff's Office Report

NH Fish & Game Off Highway Recreational Vehicle Enforcement Grant
[Appendix D.1-5] Sheriff Prozzo noted the State cut the grant by 25 hrs; he advised the EFC of this reduction during their FY10 budget review. He noted the Board signed the original contract, awarded in 2006, therefore, he only requires them to sign the commitment authorization letter.

3:28 Motion: authorize the Sheriff to accept the [OHRV Enforcement] grant.

Made by: Nelson. Seconded by: Barrette.

Voice vote: all in favor.

Agenda Item No. 6. Sullivan County Administrator's Report

Agenda Item No. 6.a. FY10 Budget Update

Mr. Chanis noted the next EFC meeting is scheduled for all day in Unity, tomorrow; to begin at 8:45 a.m. with a tour of the nursing home; they'll then move to the Ahern Building, have lunch and then do tour at DOC with update on CCC. Expect they will schedule one next week.

Non Agenda Item Bank Fees

Mr. French received a call from Representative Sweeney advising, in the past, she negotiated for no banking fees during the bank loan bids process. He pointed out there are fees as part of the Conn. River Bank if more than one draw down is required. French and Chanis noted there is a budgeted amount to cover banking fees - \$500 in Commissioners Office line - as it's unknown from year if fees will be charged.

Agenda Item No. 6.b. Request For Transfer of Funds – Central Supply General Maintenance

The Board reviewed the *Request for Transfer of Funds* form from Ms. Presch requesting transfer of \$36.34 from General Maintenance & Repair line 40.555.19082 to the General Supplies line 40.555.1302 [Appendix E].

3:33 Motion: to approve the request for transfer form [as discussed].

Made by: Nelson. Seconded by: Barrette.

Voice vote: All in favor.

Agenda Item No. 6.c. Sullivan County Health Care Advisory Panel
Mr. Chanis noted the panel met a couple weeks ago; Nick Manolis (NH Primex) expressed excitement regarding the outcome; the panel is scheduled to meet one more time [June 15th 1 PM Unity-Ahern Building]. Mr. Purdy confirmed the tasks of the panel were well received, they have been focusing on public relations, and anticipate finishing up the plans for suggestions for what we see as certain needs in future during their next meeting.

- Agenda Item No. 6.d. Community Corrections Center (CCC) Update
- Status of Phase I Existing Jail Upgrades: drawings complete, expect bids to be released tomorrow.
 - Status of Phase II CCC Construction: both Chanis and Cunningham are holding weekly meetings with the architect; Chanis brought concept drawings to today's meeting for the Board to view.
 - Chanis requested the Board include an Executive Session at the end of the meeting to discuss a pending contract for Phase II.

Agenda Item No. 7 Commissioners' Report

Agenda Item No. 7.a. FY10 PHN Grant – Certificate of Vote
It was noted the State received several forms regarding the FY10 PHN grant application, with either "County of Sullivan" or "Sullivan County" typed on them, and they required that all be consistent; so a new agreement and Certificate of Vote was requested by the State.

The Board reviewed the Certificate of Vote [Appendix J] and the Chair signed the new certificate.

Agenda Item No. 7 b. Design Plan Reimbursement Request
A draft response letter [Appendix F], noting they would be rejecting the request from the Sullivan County Sportsmen's Club for \$1,500 reimbursement to cover design plans discussed at the previous Board meeting.

3:46 Motion: to sign and send the letter.
Made by: Nelson. Seconded by: Barrette.
Voice vote: All in favor.

- Agenda Item No. 6.c. Firing Range Update
- Law Enforcement Firing Range: Mr. Chanis shared a copy of the following documents:
 - o "Shooting Range Information" – Definition, Purpose/Use, Legal Issues and NH RSA's [Appendix G]
 - o A May 13, 2009 memo [Appendix H] from County Attorney Marc Hathaway to Mr. Chanis addressing the question of applicable local land use regulations.

- o An aerial black and white photo [Appendix I] of the Unity complex and fields surround, with the proposed firing range site marked out.
- o The Sheriff illustrated on the white board easel, a diagram of the proposed site. He noted they have the area marked if the Board wanted to tour the site.

The group concurred, though authorization is not required from the Unity Planning Board, a meeting would be collaborated with the Planning Board and County to discuss the land use change. Mr. Chanis will contact the Unity Planning Board; they anticipate holding the hearing 60 days prior to construction of the CCC, as the County's intension is to use fill created from the CCC project for firing range berms; Chanis anticipates CCC construction to begin 9/1/09, and recommended they hold the public hearing in mid June – possibly 6/18. The Sheriff and Chanis will work on a formal site plan to present at the hearing. The Sheriff discussed the range size, location and how much work they anticipate the site may need. He noted 127 law enforcement in the county would need to qualify twice a year; they hold class room trainings in April, with the first qualifications typically held in June, and second "low light" certification held in September. Mr. Chanis noted the entire area is approximately 1 acre.

3:57 The group left the room to tour the proposed firing range site and returned around 4:18.

**4:20 Motion: authorize the County Administrator and Sheriff to contact the Town of Unity [Planning Board] regarding the firing range proposal on county property.
 Made by: Nelson. Seconded by: Barrette
 Discussion: Commissioner Nelson requested Chanis contact "Sue", President of Planning Board, to let her know it's coming.
 Voice vote: all in favor.**

Agenda Item No. 8. Public Participation

The Board, Mr. Chanis and Ms. Johnson-Callum discussed the idea of appointing an "Acting Clerk", during Commissioner Jarvis's absence

**4:24 Motion: to appoint Bennie Nelson as "Acting Clerk" until Commissioner Jarvis returns.
 Made by: Nelson. Seconded by: Barrette.
 Voice vote: All in favor.**

County Treasurer \$5 Million Borrowing Request

Mr. Chanis, at this point, noted to Representative Gottling, the Board authorized the County Treasurer to solicit \$5 million dollar bids for a line of credit for FY10 County operations; and, this request must receive approval from the Executive Finance Committee.

June 14th 7 AM – 11 AM Annual County Pancake Breakfast

The Board reviewed and approved the flyer. Ms. Johnson-Callum confirmed flyers would be distributed to: the area Senators and Councilor Burton, county towns/city, the press distribution list, placed in various shopping centers and stores about the area.

4:29 Motion: to go into Executive Session Per RSA 91.3.II.c. to discuss a pending contract.

Made by: Nelson. Seconded by: Barrette.

Roll call vote: all in favor.

4:33 Motion: to come out of executive session.

Made by: Barrette. Seconded by: Nelson.

Voice vote: All in favor.

4:34 Motion: to authorize the County Administrator to execute the SMP and North Branch agreements pending final review and blessing from Primex.

Made by: Nelson. Seconded by: Barrette.

Discussion: Mr. Chanis noted County Attorney would also review these.

Voice vote: All in favor.

4:35 Mr. Mountain and Rep. Gottling returned to the room. The group briefed them on the vote just taken. Mr. Chanis confirmed the agreements would be public once reviewed and finalized by NH Primex and County Attorney.

Agenda Item No. 9. Meeting Minutes

Agenda Item No. 9.a. 5/7/09 Public Meeting Minutes

4:36 Motion: to approve the minutes as typed.

Made by: Barrette. Seconded by: Nelson.

Voice vote: All in favor.

4:37 Motion: to adjourn the meeting.

Made by: Nelson. Seconded: Barrette.

Voice vote: all in favor.

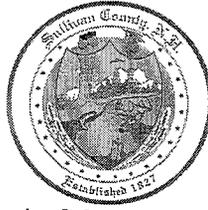
Respectfully submitted,

Bennie Nelson

Bennie Nelson, Vice Chair/Acting Clerk
Board of Commissioners

BN/s.j-c.

Date signed: 6/26/09 ---



Sullivan County NH, Board of Commissioners - Business Meeting

Thu. May 21, 2009

Place: Unity County Complex – Sullivan County Health Care Facility, Frank Smith Living Rm
5 Nursing Home Drive, Unity 03743

Revised - AGENDA

- ~~3:00 PM – 3:30 PM 1. Presentation on Composting @ Unity Complex
Anne Nordstrom, Antioch of New England
POSTPONED~~
- 3:30 PM – 3:40 PM 2. County Treasurer Report**
a. Ratification of Connecticut River Bank Documents on the 2 Million Borrowing
b. Authorization for Borrowing from July 1,2009 to Dec 2009, in anticipation of 2009 Tax Revenues
- 3:40 PM – 4:00 PM 3. Sullivan County Health Care Administrator's Report**
a. Census
b. Accounts Receivable
c. Staffing
- 4:00 PM - 4:20 PM 4. D.O.C. Superintendent's Report**
a. Census
b. Staffing
- 4:20 PM – 4:30 PM 5. Sheriff's Office Report**
 NH F&G OHRV Enforcement Grant
- 4:30 PM – 4:50 PM 6. Sullivan County Administrator's Report**
a. FY10 Budget Update
b. Request For Transfer of Funds
o Central Supply General Maintenance & Repair to Supplies \$36.24
a. Sullivan County Health Care Advisory Panel Update
b. Community Corrections Center Update
c. Firing Range Update
- 4:50 PM – 5:10 PM 7. Commissioners' Report**
a. FY10 PHN Grant – Certificate of Vote
b. DRAFT Letter to Sullivan County Sportsmen Club
- 5:10 PM – 5:25 PM 8. Public Participation**
- 5:25 PM – 5:30 PM 9. Meeting Minutes Review**
a. May 7, 2009 Public Meeting Minutes

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.



5:30 PM

10. Adjourn meeting

Upcoming Events/Meetings:

- **May 22nd Fri. Delegation: Executive Finance Committee (EFC) Meeting**
 - **Time: 8:45 AM**
 - **Place:** Unity – Sullivan County Health Care Facility Frank Smith Living Room

- **May 25th Mon. Newport County/State Complex Closed – Memorial Day**

- **Jun. 1st Mon. Sunapee Select Board Meeting – Commissioners Attending**
 - **Time: 7:30 PM**

- **Jun. 4th Thu. Next Board of Commissioners Meeting**
 - **Time: 3 PM**
 - **Place:** Newport, 14 Main Street – Remington Woodhull County Complex

- **Jun. 14th Sun. Annual Pancake Breakfast**
 - **Time: 7 AM – 11 AM**
 - **Place:** Unity County Complex, Sullivan County Health Care Facility

- **Jun. 15th Mon. Sullivan County Health Care Advisory Panel Meeting**
 - **Time: 1 PM**
 - **Place:** Unity County Complex, Ahern Building

The times reflected on this agenda, other than the start time, are estimates. Actual time will depend on level of interest and participation.

TAX ANTICIPATION NOTE

Loan No. _____

Amount: \$2,000,000.00
Type: Revolving line of Credit

Connecticut River Bank, N.A., of 245 Main Street, Charlestown, New Hampshire, (hereinafter the "Bank") agrees to make revolving loans (each a "Revolving Loan") to the County of Sullivan, New Hampshire (hereinafter the "County") at any time until June 30, 2009 in aggregate value not to exceed Two Million Dollars (\$2,000,000.00). In consideration thereof, the County agrees to repay all Revolving Loans to the Bank in full on or before December 31, 2009 (hereinafter the "Maturity Date") including interest due on said Revolving Loans in full: (i) from any and all revenue raised from tax levies made by the County; (ii) from any and all revenue received by the County from the State of New Hampshire or the United States Government; and (iii) from any and all unrestricted revenue received from any other source, which in each case may lawfully be used to pay for the expenditures of the County funded by this Note.

The principal amount of this Note shall be advanced upon the request of the County during the Draw Period which shall run from the date of this Note until June 30, 2009. Only such amounts as have been or shall be advanced to the County (less any repayment), together with all interest thereon shall be deemed due on the Maturity Date. No fee shall be charged for the first advance, thereafter, a fee of \$20.00 shall be charged for each subsequent advance.

Interest shall be computed on the basis of a 360-day year and the actual days elapsed between the date of each Revolving Loan and the Maturity Date. Interest shall be due and owing on the Maturity Date, or upon repayment if repayment occurs prior to the Maturity Date, and shall accrue at a rate of 1.97% annually.

The County hereby attests that all acts, formalities, and conditions essential to the validity of this Note have been duly performed pursuant to the New Hampshire Revised Statutes Annotated Chs. 28 & 29 and this Note is within the permissible debt, limit, and amount as prescribed by law and by the votes of the necessary County officials.

IN WITNESS WHEREOF, the County has caused this Note to be signed in its name and by at least two (2) County Commissioners and the County Treasurer.

Executed this ___ day of May, 2009.

Sullivan County, New Hampshire

Carroll D. French
Treasurer

[Signature]
Commissioner

Bernie C Nelson
Commissioner

MEDICARE							
	April 2008 COMPARE	April 2008 AVG. CENSUS	April 2009 Actual	April 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	330	11	454	15	390	13	64
REVENUE	\$148,732.08		\$246,927.51		\$167,700.00		\$79,227.51
AVERAGE RATE PER DAY	\$450.70		\$543.89		\$430.00		\$113.89

PRIVATE							
	April 2008 COMPARE	April 2008 AVG. CENSUS	April 2009 Actual	April 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	664	22	704	23	570	19	134
REVENUE	\$129,480.00		\$144,950.00		\$116,850.00		\$28,100.00
AVERAGE RATE PER DAY	\$195.00		\$205.89		\$205.00		\$0.89

MEDICAID							
	April 2008 COMPARE	April 2008 AVG. CENSUS	April 2009 Actual	April 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	2,933	98	3,173	106	3,150	105	23
REVENUE	\$442,619.03		\$482,518.11		\$475,366.50		\$7,151.61
AVERAGE RATE PER DAY	\$150.91		\$152.07		\$150.91		\$1.16

HCBC (RESPITE)							
	April 2008 COMPARE	April 2008 AVG. CENSUS	April 2009 Actual	April 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	4	0	0	0	0	0	0
REVENUE	\$641.28		\$0.00		\$424.66		-\$424.66
AVERAGE RATE PER DAY	\$160.32		\$0.00		\$0.00		\$0.00

MANAGED CARE							
	April 2008 COMPARE	April 2008 AVG. CENSUS	April 2009 Actual	April 2009 AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	0	0	8	0	0	0	8
REVENUE	\$0.00		\$2,800.00				\$2,800.00
AVERAGE RATE PER DAY	\$0.00		\$350.00				\$350.00

	April 2008 COMPARE	April 2009 Actual	BUDGETED	VARIANCE
TOTAL CENSUS	3,931	4,339		
AVERAGE CENSUS	131.0	144.6		137.0

MEDICARE B. REVENUE							
	April 2008 COMPARE	April 2009 Actual	BUDGETED	VARIANCE			
	\$37,045.07	\$13,158.58	\$35,825.10	-\$22,666.52			

TOTAL MONTHLY REVENUE VARIANCE	\$94,188
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TOTAL REVENUE YTD SURPLUS/SHORTFALL	\$145,762.00
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Revenue Review thru 03/31/2009

	Budget	304 Days 10 mth budget	YTD	Variance
Medicaid	5,783,625	4,817,047	4,761,151	(55,896)
Private	1,421,675	1,184,080	1,441,945	257,865
Insurance	-	-	76,640	76,640
Respite (HCBC)	5,000	4,164	3,046	(1,118)
Medicaid Assess	1,631,068	1,223,301	1,342,208	118,907
Medicare Part B (Total)	435,872	363,028	309,471	(53,557)
Medicare Part A	2,040,350	1,699,360	1,502,282	(197,078)
Net Variance				145,762
Misc Income	-	-	16,127	16,127
Laundry	70,000	58,301	55,136	(3,166)
Cafeteria	12,000	9,995	12,392	2,397
Meals	371,664	309,550	313,328	3,778
YTD Variance			9,833,725	164,899

Based on 3 qtrs (includes 36,796 for ARRA09)

Does not include Proshare payment (expected June09)

Medicare Length of Stay Analysis
Sullivan County Health Care (SC)

	Apr 2009	Mar 2009	Feb 2009	Jan 2009	Dec 2008	Nov 2008	Oct 2008	Sep 2008	Aug 2008	Jul 2008	Jun 2008	May 2008	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	18	16	17	16	13	11	14	12	14	15	11	12	169	67
MCR # Admits & Readmits	16	12	5	10	6	7	8	8	7	8	6	9	102	43
MCR # Discharges from facility	5	4	1	4	2	2	3	6	3	2	3	2	37	14
MCR Discharged LOS	22.6	25.8	14.0	35.0	25.0	53.5	15.3	30.5	12.3	9.0	45.3	51.5	28.4	26.4
MCR # End or A/R Change	5	8	8	3	2	6	3	5	5	7	2	4	58	24
MCR End or A/R Change LOS	24.0	51.6	36.9	26.0	65.5	51.2	63.7	42.2	65.0	55.4	41.0	52.0	47.4	37.8
Total Average MCR LOS	23.3	43.0	34.3	31.1	45.3	51.8	39.5	35.8	45.3	45.1	43.6	51.8	40.0	33.6
Total MCR Days	454	286	321	309	222	226	353	319	286	348	306	328	3758	1370
Rehab RUGs	447	283	309	263	204	207	299	269	244	268	254	316	3363	1302
% of Total MCR Days	98%	99%	96%	85%	92%	92%	85%	85%	86%	77%	83%	96%	90%	95%
Non-Rehab RUGs	7	3	12	46	18	19	54	46	41	80	52	12	390	68
% of Total MCR Days	2%	1%	4%	15%	8%	8%	15%	15%	14%	23%	17%	4%	10%	5%
Default Days														
% of Total MCR Days														
A ADL (low dependency)	28	48	53	42	50	59	77	81	77	53	43	78	689	171
% of Total MCR Days	6%	17%	17%	14%	23%	26%	22%	26%	27%	15%	14%	24%	18%	12%
B ADL (medium dependency)	210	103	202	214	165	104	167	150	79	125	31	52	1602	729
% of Total MCR Days	46%	36%	63%	69%	74%	46%	47%	48%	28%	36%	10%	16%	43%	53%
C ADL (high dependency)	216	135	66	53	7	63	109	84	129	170	232	198	1462	470
% of Total MCR Days	48%	47%	21%	17%	3%	28%	31%	27%	45%	49%	76%	60%	39%	34%
Medicare Net Revenue	\$ 246,928	\$ 147,829	\$ 164,585	\$ 146,885	\$ 110,110	\$ 118,325	\$ 173,813	\$ 140,739	\$ 127,743	\$ 158,726	\$ 142,666	\$ 155,864	\$ 1,834,212	\$ 706,226

Sullivan County Nursing Home
Quarterly Resident Census

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-08	4836	2898	72.22%	763	19.01%	348	8.67%	4	0.10%	0	0.00%	0	0.00%	4013	82.98%
Aug-08	4836	3096	76.41%	650	16.04%	286	7.06%	12	0.30%	8	0.20%	0	0.00%	4052	83.79%
Sep-08	4680	2976	75.04%	634	15.99%	319	8.04%	1	0.03%	36	0.91%	0	0.00%	3966	84.74%
1ST QUARTER	14,352	8,970	74.56%	2,047	17.01%	953	7.92%	17	0.14%	44	0.37%	0	0.00%	12,031	83.83%
Oct-08	4836	3148	75.82%	623	15.00%	353	8.50%	0	0.00%	28	0.67%	0	0.00%	4152	85.86%
Nov-08	4680	3064	77.45%	633	16.00%	226	5.71%	3	0.08%	30	0.76%	0	0.00%	3956	84.53%
Dec-08	4836	3235	77.10%	717	17.09%	222	5.29%	0	0.00%	22	0.52%	0	0.00%	4196	86.77%
2ND QUARTER	14,352	9,447	76.78%	1,973	16.03%	801	6.50%	3	0.02%	80	0.65%	0	0.00%	12,304	85.73%
Jan-09	4836	3246	76.04%	714	16.73%	309	7.24%	0	0.00%	0	0.00%	0	0.00%	4269	88.28%
Feb-09	4368	2924	73.58%	709	17.84%	321	8.08%	0	0.00%	20	0.50%	0	0.00%	3974	90.98%
Mar-09	4836	3250	74.95%	769	17.74%	286	6.60%	0	0.00%	31	0.71%	0	0.00%	4336	89.66%
3RD QUARTER	14,040	9,420	74.89%	2,192	17.43%	916	7.28%	0	0.00%	51	0.41%	0	0.00%	12,579	89.59%
Apr-09	4680	3173	73.13%	704	16.22%	454	10.46%	0	0.00%	8	0.18%	0	0.00%	4339	92.71%
May-09			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
Jun-09			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!
4TH QUARTER	4,680	3,173	73.13%	704	#DIV/0!	454	#DIV/0!	0	0.00%	8	0.18%	0	0.00%	4,339	92.71%
FY '09 TOTAL	47,424	31,010	75.17%	6,916	16.76%	3,124	7.57%	20	0.05%	183	0.44%	0	0.00%	41,253	86.99%
YTD AVG.		102.0		22.8		10.3								135.7	

RESIDENT CENSUS - FY 08

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		PRIVATE		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		RESPITE		DAYS		FILLED	
1ST QUARTER	14,352	9,823	80.70%	1,489	12.23%	854	7.02%	6	0.05%	0	0.00%	0	0.00%	12,172	84.81%
2ND QUARTER	14,352	9,273	75.43%	1,560	12.69%	1,435	11.67%	9	0.07%	0	0.00%	3	0.02%	12,293	85.65%
3RD QUARTER	14,040	9,231	76.08%	1,821	15.01%	1,081	8.91%	0	0.00%	0	0.00%	0	0.05%	12,133	86.42%
4TH QUARTER	14,196	8,761	74.11%	2,054	17.38%	986	8.34%	20	0.17%	0	0.25%	0	0.00%	11,821	83.27%
FY '08 TOTAL	57,096	37,088	76.60%	6,924	14.30%	4356	9.00%	35	0.07%	0	0.06%	3	0.02%	48,419	84.80%
AVGERAGE		101.6		19.0		11.9								132.7	

Note: This report includes only the selection criteria listed below.
 Effective Date From 4/1/2009 Thru 4/30/2009

Summary Admission / Discharge List

Sullivan County Health Care (SC)

<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
INS	Home		1
	<i>INS Subtotal</i>	<u> </u>	<u> 1</u>
MCD	Expired		2
	Home	1	
	Hospital	1	1
	Nursing Home		1
	<i>MCD Subtotal</i>	<u> 2</u>	<u> 4</u>
MRA	Home	2	3
	Hospital	14	2
	<i>MRA Subtotal</i>	<u> 16</u>	<u> 5</u>
PVT	Expired		2
	<i>PVT Subtotal</i>	<u> </u>	<u> 2</u>
<i>Total</i>		<u> 18</u>	<u> 12</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 4/1/2009 Thru 4/30/2009

Summary Admission / Discharge List Totals

Sullivan County Health Care (SC)

Page 1 of 1
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RI6300C

<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Expired		4
Home	3	4
Hospital	15	3
Nursing Home		1
<i>Total</i>	<u>18</u>	<u>12</u>

Note: This report includes only the selection criteria listed below.
 Effective Date From 7/1/2008 Thru 5/20/2009

Summary Admission / Discharge List
 Sullivan County Health Care (SC)

<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
HCB	Home	4	3
	Hospital		1
	<i>HCB Subtotal</i>	<u>4</u>	<u>4</u>
INS	Expired		1
	Home	1	3
	Hospital	5	2
	<i>INS Subtotal</i>	<u>6</u>	<u>6</u>
MCD	Unknown	1	1
	Assisted Living	1	1
	Expired		17
	Home	9	5
	Hospital	18	36
	Nursing Home	4	2
	<i>MCD Subtotal</i>	<u>33</u>	<u>62</u>
MRA	Unknown		2
	Assisted Living		1
	Expired		4
	Home	4	20
	Hospital	83	12
	Nursing Home	3	2
	<i>MRA Subtotal</i>	<u>90</u>	<u>41</u>
PVT	Unknown		1
	Assisted Living	2	1
	Expired		10
	Home	8	5
	Hospital	1	2
	Nursing Home	6	1
	<i>PVT Subtotal</i>	<u>17</u>	<u>20</u>
<i>Total</i>		<u>150</u>	<u>133</u>

Note: This report includes only the selection criteria listed below.
Effective Date From 7/1/2008 Thru 5/20/2009

Appendix B.8.

Summary Admission / Discharge List Totals

Sullivan County Health Care (SC)

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<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Unknown	1	4
Assisted Living	3	3
Expired		32
Home	26	36
Hospital	107	53
Nursing Home	13	5
<i>Total</i>	<u>150</u>	<u>133</u>

Month-end Aged Analysis

Sullivan County Health Care (SC)

For the Month of Apr, 2009

Appendix B.9.

Resident (Res #)(Discharge Date)

Type Balance	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Balance
Aged Analysis Summary														
HCB						160.32-		160.32	320.64-	641.28	1,282.56		514.50	2,117.70
INS	27,412.65	27,879.54	13,034.86	8,380.05	11,091.07	11,933.47	19,012.45	19,111.86	3,958.45	2,934.18	2,578.96	4,479.25	111,996.22	263,803.01
MCD	392,214.41	31,657.23	17,310.18	8,130.46	9,724.69	5,831.31	4,372.24	4,838.65	7,683.76	612.98-	1,044.89	5,285.78	117,631.96	605,112.58
MCP														
MRA	213,686.01	37,306.10	967.92	17,036.30	512.00-	128.00-	384.00-	2,511.65	6,527.59	2,090.85	7,021.57	14,932.49	4,957.25	306,013.73
MRB	10,526.63	8,081.36	5,942.95	12,464.81	4,450.65	5,581.06	5,381.54	21,068.93	12,596.50	9,658.69	11,110.48	15,151.38	122,913.41	244,928.39
MXA	8,277.00	8,063.00	7,136.56	393.14	2,504.00	2,560.00	1,273.14	7,116.42	8,149.36	7,234.28	6,964.50	6,346.04	53,261.79	119,279.23
MXB	1,648.80	3,926.34	329.19-	863.55-	1,374.60-	911.98	1,291.96	3,475.23	1,103.76	5.07	334.34-	1,362.31	24,828.28	35,652.05
PVT	6,485.21	41,392.01-	9,661.34-	1,816.26	1,419.37-	2,347.27	8,728.00	27,225.80	10,689.28	4,110.75-	21,317.46	901.54-	18,370.58	39,494.85
RES	22,014.47	7,739.35	6,923.06	6,922.37	196.74-	2,351.52	1,006.32	4,888.15	15,041.03-	3,303.17-	352.27	3,545.46	18,447.36-	18,754.67
PHC													375.00-	375.00-
HST	27.26	757.28	713.37	81.78	206.90	726.40								2,512.99
Totals:	682,292.44	84,018.19	42,038.37	54,361.62	24,474.60	31,954.69	40,681.65	90,397.01	35,347.03	14,537.45	51,338.35	50,201.17	435,651.63	1,637,294.20
	41.67%	5.13%	2.57%	3.32%	1.49%	1.95%	2.48%	5.52%	2.16%	0.89%	3.14%	3.07%	26.61%	100.00%

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

Thursday May 21, 2009

POPULATION DATA:

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 45	Male - 23	Male - 0
Female - 6	Female - 4	Female - 0

THU- Included in the total of HOC male inmates above

Male- 15
 Female- 0

Total Population (In House) - 78

Total Population May 21, 2008 (in House) 101

Home Confinement/EM	Weekender	Merr County
Male - 3	Male - 2	Male- 3
Female - 6	Female - 1	Female- 0
NHSP/SPU	Grafton County	Cheshire County
	Admin Transfer	Admin Transfer
Male - 7	Male - 0	Male - 2
Female - 0	Female - 0	Female - 3
Hillsborough County	Phoenix House/Farn/frien	Strafford Cnty
Admin Transfer		
Male - 4	Male - 1	Male- 2
Female - 0	Female - 0	Female- 0
Belknap County	Carroll County	VRH
Male- 1	Male- 0	Male- 0
Female- 0	Female- 0	Female- 0
Total Census - 113	Total Census May 21, 2008- 131	

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

NHSP	Merrimack County	Hillsborough County	Cheshire
Male- 1	Male- 0	Male- 1	Male- 0
Female- 0	Female- 0	Female- 0	Female- 1

Pre-Trial Services- 18
 Male- 9
 Female- 9

Subject: OHRV ENFORCEMENT GRANT

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NEW HAMPSHIRE FISH AND GAME DEPARTMENT		1.2 State Agency Address 11 HAZEN DRIVE, CONCORD, NH 03301	
1.3 Contractor Name SULLIVAN COUNTY SHERIFF'S OFFICE		1.4 Contractor Address 14 MAIN STREET, NEWPORT, NH 03773	
1.5 Contractor Phone Number 603-863-4200	1.6 Account Number 020-075-1183-102	1.7 Completion Date JUNE 30, 2010	1.8 Price Limitation \$3,375.00
1.9 Contracting Officer for State Agency GLENN NORMANDEAU, DIRECTOR		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory 	
1.13 Acknowledgement: State of <input type="text"/> , County of <input type="text"/> On <input type="text"/> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <input type="text"/>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory <input type="text"/>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials _____
Date _____

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party 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 parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. 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.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. 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 understandings relating hereto.



SULLIVAN COUNTY

Serving the communities of:

Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon,
Lempster, Newport, Plainfield, Springfield, Sunapee, Unity and Washington

May 21, 2009

Commissioners Office

14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: commissioners@sullivancountynh.gov

County Manager

14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: manager@sullivancountynh.gov

Dept. of Corrections

103 County Farm Rd.
Claremont, NH 03743
Tel. (603) 542-8717
Fax. (603) 542-4311
E-mail: doc@sullivancountynh.gov

Facilities &

Operations Dept.

5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext 230
Fax. (603) 542-2829
E-mail: facilities@sullivancountynh.gov

Human Resources

5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext. 286
Fax. (603) 542-9214
E-mail: humanresources@sullivancountynh.gov

Human Services

5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext 210
Fax. (603) 542-9214
E-mail: humanservices@sullivancountynh.gov

Sullivan County Health Care

5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511
Fax. (603) 542-9214
E-mail: nursinghome@sullivancountynh.gov

NH State Fish & Game

Attn: Lee Perry, Executive Director

11 Hazen Drive

Concord NH 03301-6500

Dr. Mr. Perry:

The Sullivan County Board of Commissioners, on this 21st day of May 2009, authorize the Sullivan County High Sheriff, Michael L. Prozzo Jr., to renew and sign the supplementary funding OHRV Wheeled Vehicle Contract, with New Hampshire Fish and Game Department and the Sheriff's Office. Authorization for the original contract was previously granted during our Board meeting held June 6, 2006.

Date: _____

Jeffrey Barrette, Chair
Board of Commissioners

Bennie C. Nelson, Vice Chair
Board of Commissioners

Ethel Jarvis, Clerk
Board of Commissioners

REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT: Central Supply SSS

DATE: 5/4/09

MAY 09 AM 5:52

	Account description	Account Number	Transfer From (Credit)	Transfer To (Debit)	Purpose of Transfer
1	Gen Maint + Repair	40-SSS-19082	36.24		13032 is over expended.
	General Supplies	40-SSS-13032		36.24	
2					
3					
4					
5					
6					

DeOnuma 5/4/09
Dept. Head / Date

[Signature] 5/11/09
County Administrator / Date (when applicable)

[Signature] 5/21/09
Commissioner Chair / Date

Executive Finance Committee Chair / Date



SULLIVAN COUNTY

Serving the communities of:

Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon,
Lempster, Newport, Plainfield, Springfield, Sunapee, Unity and Washington

May 21, 2009

Commissioners Office
14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: [commissioners@
sullivancountynh.gov](mailto:commissioners@sullivancountynh.gov)

County Manager
14 Main Street
Newport, NH 03773
Tel. (603) 863-2560
Fax. (603) 863-9314
E-mail: [manager@
sullivancountynh.gov](mailto:manager@sullivancountynh.gov)

Dept. of Corrections
103 County Farm Rd.
Claremont, NH 03743
Tel. (603) 542-8717
Fax. (603) 542-4311
E-mail: [doc@
sullivancountynh.gov](mailto:doc@sullivancountynh.gov)

**Facilities &
Operations Dept.**
5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext 230
Fax. (603) 542-2829
E-mail: [facilities@
sullivancountynh.gov](mailto:facilities@sullivancountynh.gov)

Human Resources
5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext. 286
Fax. (603) 542-9214
E-mail: [humanresources@
sullivancountynh.gov](mailto:humanresources@sullivancountynh.gov)

Human Services
5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511 Ext 210
Fax. (603) 542-9214
E-mail: [humanservices@
sullivancountynh.gov](mailto:humanservices@sullivancountynh.gov)

Sullivan County Health Care
5 Nursing Home Dr.
Claremont, NH 03743
Tel. (603) 542-9511
Fax. (603) 542-9214
E-mail: [nursinghome@
sullivancountynh.gov](mailto:nursinghome@sullivancountynh.gov)

Sullivan County Sportsmen, Inc.
Attn: Bill Royce, President
PO Box 1384
Claremont NH 03743

Re: Firing Range Design Plan Reimbursement Request

Dear Mr. Royce:

We are in receipt of your written request for reimbursement of \$1,500.00 for site plans related to a potential firing range on property owned by Sullivan County.

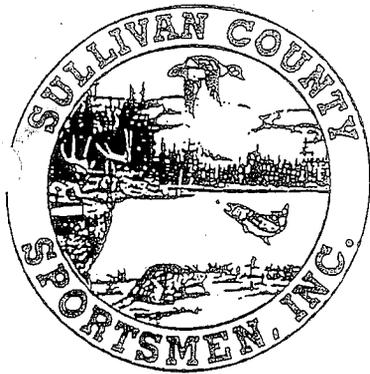
A review of the minutes from the meetings where this issue was discussed indicates at no time did the County Commissioners offer financial support for the production of these plans. Therefore, we respectfully decline the reimbursement for these plans.

If you have any questions regarding this issue, please do not hesitate to contact County Administrator, Greg Chanis, at 863-2560.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Barrette".

Jeffrey Barrette, Chair
Board of Commissioners
County of Sullivan



P.O. Box 1384
Claremont, NH 03743

The Sullivan County Sportsmen have voted for me, as president, to request reimbursement. The site plans that one of the commissioners demanded cost the club \$1500.00. We will not charge for the man hours and other materials that accrued during this process. In closing we thank you all for understanding our position as a non profit organization.

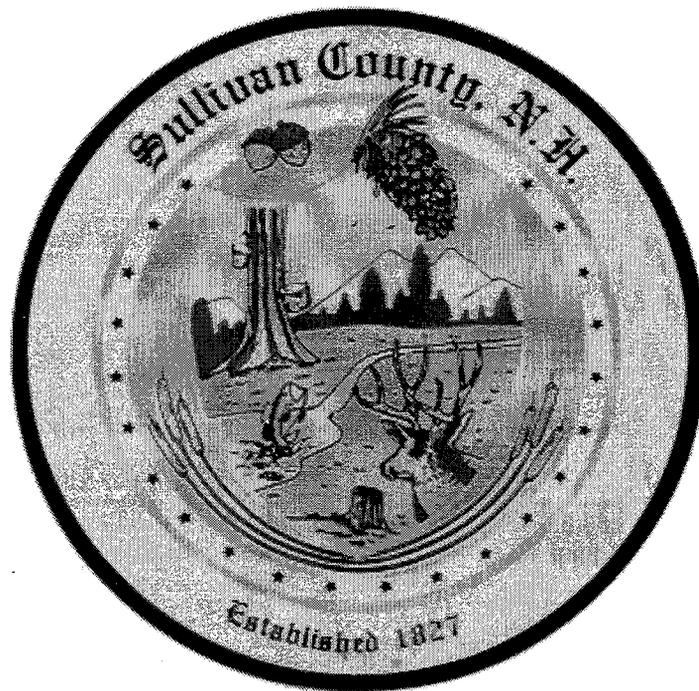
The Sullivan County Sportsmen

Bill Royce

A handwritten signature in cursive script that reads "Bill Royce".

County of Sullivan Law Enforcement

Shooting Range Information



Presented By
Greg Chanis
Sheriff M. Prozzo
Superintendent R. Cunningham

Sullivan County Law Enforcement Shooting Range Information

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Section 1 - Introduction

A growing problem that is faced with all Law Enforcement agencies within Sullivan County is having the proper place to train with a duty weapon or tactical firearm. Since it is mandatory that all officers who carrier a firearm have proper training, as described in RSA 108:F(a), a need for a local small arms firing range is greatly anticipated by all agencies. Having a local range would alleviate in costly travel and/or overtime making overall training more frequent and less costly.

This information packet will help discuss a variety of different issues to be discussed when planning for a new small arms firing range. Such topics that will be brought up for discussion are key components providing range safety, proposal site and legal issues within the State of New Hanpshire.

Sergeant D. Gokey
Training Coordinator

Sullivan County Law Enforcement Shooting Range Information

Section 2 – Definitions, Purpose/Use

- **Definition:** Small Arms Firing Ranges are those ranges accepting .50 caliber or smaller nonexploding ammunition such as Handguns, Rifles and Shotguns.
- **Definition:** A backstop is a device constructed to stop or re-direct bullets fired on a small arms firing range.

Purpose/Use: A backstop is the key component providing range safety and use for people in the area in and beyond a rifle or pistol range. Current National Rifle Association safety philosophies are predicated toward range self-containment of shot rounds, i.e., “if it’s shot here, keep it here”. A properly constructed backstop at a small arms firing range are usually constructed out of a core material of compacted soil, crushed cement, covered by rock-free earthen material, a range up to 50 meters or more recommends that a backstop height be a minimum of twenty-one (21) feet at a 1:1 slope (soil type dependent), with a 4 foot-wide flat top. Backstop width will be dependent upon the numbers of shooting stations the range operator wants installed at the firing line.

Key Elements to Consider / Alternatives: Earthen backstops require immediate care to re-vegetate, to prevent potential on-going erosion problems. The toe of the backstop’s slope may be stabilized with sandbags to prevent slumping or on-going erosion. Use of fiber mulch, filter fabric or other material is almost certainly needed for a facility constructing a new earthen backstop. Tree planting on an earthen berm is not recommended, since tree roots can penetrate and weaken the soil of the backstop, and encourage shooting beyond the backstop, defeating its intended purpose. Other alternatives for backstops include steel bullet traps, various models and styles exist.

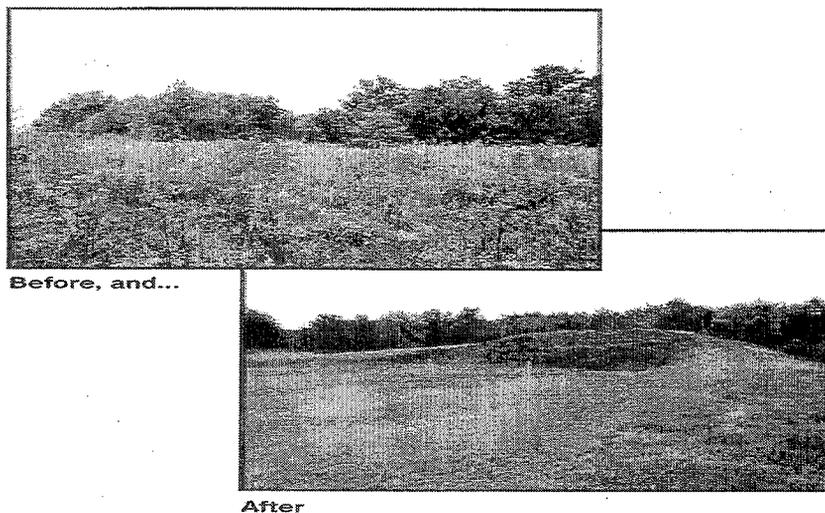


Figure 1

Sullivan County Law Enforcement Shooting Range Information

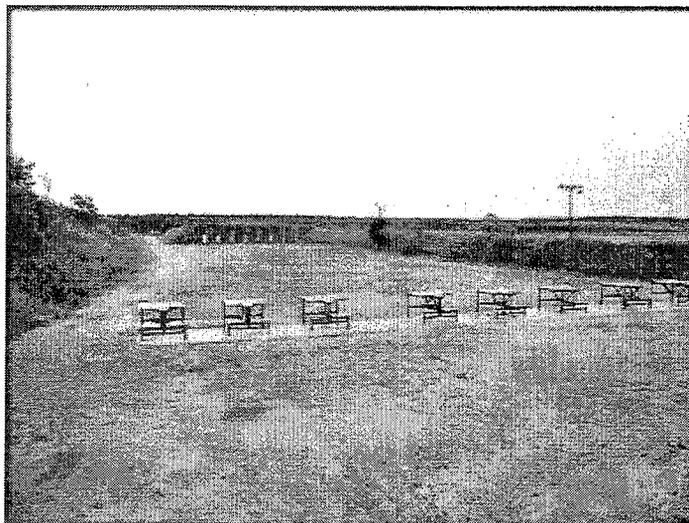
Section 2 (cont.) – Definitions, Purpose/Use

- **Definition:** An exterior berm is an earthen embankment to restrict bullets to a given area.

Purpose: Self containment of shot rounds at a small arms firing range. Keeping with the philosophy of self-containment, an exterior berm greatly reduces any chance that discharged rounds will travel outside the bounds of an individual range area.

Key Elements to Consider/Alternatives: Recommended height of a properly constructed exterior berm is twelve (12) feet, constructed with 1:1 (soil type dependent) sidewall slopes, and a four (4) foot-wide flat top. Again, clean, rock-free earthen material is cheapest to use in construction, and must be re-vegetated immediately after final soil smoothing and shaping is completed, to prevent on-going erosion problems. As with a backstop berm, no woody vegetation should be planted on the side berm, which would tend to weaken the structure. Ditching or sloping to prevent water ponding on the outside of an exterior berm is also recommended.

If full length berms (see figure 2) are not installed, a pair of wings (see figure 1) should be installed to eliminate ricochets off targets or target holder at the back stop area. Again, think self-containment.



An exterior berm

Figure 2

Sullivan County Law Enforcement
Shooting Range Information

Section 3 – Legal Issues and New Hampshire RSA

Chapter 644:2
Disorderly Conduct

The New Hampshire law dealing with disruptive noise is RSA 644:2, III(a), Disorderly Conduct.

644:2 Disorderly Conduct. – A person is guilty of disorderly conduct if:

III. He purposely causes a breach of the peace, public inconvenience, annoyance or alarm, or recklessly creates a risk thereof, by:

(a) Making loud or unreasonable noises in a public place, or making loud or unreasonable noises in a private place which can be heard in a public place or other private places, which noises would disturb a person of average sensibilities.

Chapter 159-B
Shooting Ranges

Shooting ranges are specifically exempted from this provision, under a law which went into effect in May of 2004, RSA 159-B, Shooting Ranges (see section 5). This legislation was intended to prevent towns and cities from passing new noise regulation in order to shut down existing shooting ranges – as long as the range remains in compliance with any ordinance that existed when the range opened, it is exempt from more restrictive ordinances passed later.

159-B:1 Exemption. – Notwithstanding the provisions of RSA 644:2, III(a) or any other law to the contrary, no person who owns, operates, or uses a shooting range in this state shall be subject to civil liability or criminal prosecution in any matter relating to noise or noise pollution, provided that the owners of the range are in compliance with any applicable noise control ordinances in existence at the time the range was established, was constructed, or began operations.

Source. 2004, 83:2, eff. May 7, 2004.

159-B:2 Injunctions. – The owners, operators, or users of shooting ranges shall not be subject to any action for nuisance and no court shall enjoin the use or operation of a range on the basis of noise or noise pollution, provided that the owners of the range are in compliance with any noise control ordinance that was in existence at the time the range was established, was constructed, or began operations.

Source. 2004, 83:2, eff. May 7, 2004.

Sullivan County Law Enforcement
Shooting Range Information

Section 3 (cont.) – Legal Issues and New Hampshire RSA

159-B:3 Expansion. – Subsequent physical expansion of the shooting range or change in the types of firearms in use at the range shall not establish a new date of commencement of operations for the portion or portions in existence prior to the expansion for the purposes of this chapter.

Source. 2004, 83:2, eff. May 7, 2004.

159-B:4 Retroactivity Prohibited. – No administrative rule, statute, or ordinance adopted, enacted, or proposed by the state of New Hampshire or its political subdivisions shall be applied retroactively to prohibit or limit the scope of the shooting activities previously conducted at a shooting range, which was in operation prior to the adoption, enactment, enforcement, or proposal of the administrative rule, statute, or ordinance.

Source. 2004, 83:2, eff. May 7, 2004.

159-B:5 Nuisance. – Notwithstanding any other law to the contrary, a person may not maintain a nuisance action for noise or noise pollution against a shooting range, or the owners, operators, or users of the range, located in the vicinity of that person’s property, if the shooting range was established, constructed, or being used on a regular basis as of the date the person acquired the property.

Source. 2004, 83:2, eff. May 7, 2004.

159-B:6 Exemption From State Standards. – No standard in rules adopted by any state agency for limiting levels of noise in terms of decibel level, which may occur in the outdoor atmosphere, shall apply to the shooting ranges exempted from liability under the provisions of this chapter.

Source. 2004, 83:2, eff. May 7, 2004.

159-B:7 Cause of Action – The owners of a shooting range shall have a right of action in superior court to enforce the provisions of this chapter.

Source. 2004, 83:2, eff. May 7, 2004.

Sullivan County Law Enforcement
Shooting Range Information

Section 3 (cont.) – Legal Issues and New Hampshire RSA

159-B:8 Definitions. – In this chapter:

- I. "Noise" shall mean the intensity, duration, and character of sounds from shooting.
- II. "Shooting Range" shall mean a property or properties designed and operated for persons using rifles, shotguns, pistols, revolvers, or blackpowder weapons; archery; air rifles; silhouettes; skeet ranges; trap ranges; or other similar facilities.

Source. 2004, 83:2, eff. May 7, 2004.

RESOURCES:

- Outdoor Shooting Ranges: Best Practices

Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155-4040
(651) 296-6157
- A Guide to Planning and Construction of shooting Range - 2005
Section 3 – Standard Outdoor Handgun Ranges
Pistol NZ
- United States Environmental Protection Agency (EPA): Best Management Practices for Lead at Outdoor Shooting Ranges.

United States Environmental Protection Agency
Division of Enforcement and Compliance Assistance
RCRA Compliance Branch
290 Broadway 22nd Fl.
New York, New York 10007-1866
(212) 637-4145
- New Hampshire Revised Statues, website
www.gencourt.state.nh.us

State of New Hampshire
Sullivan County Attorney

14 MAIN STREET
NEWPORT, NEW HAMPSHIRE 03773
603-863-7950
FAX 603-863-0015
EMAIL: CA3@SULLIVANCOUNTYNH.GOV

Marc B. Hathaway, Esq.
County Attorney

David S. Park, Esq.
Assistant County Attorney
John A. Bell, Esq.
Assistant County Attorney

May 13, 2009

Mr. Greg Chanis
Sullivan County Manager
Newport, NH

Re: Law Enforcement Training Range

Dear Greg:

This letter is to address the question of the applicability of local land use regulations to the proposed construction of a law enforcement training range/facility on property currently owned by Sullivan County in Unity.

This issue is principally governed by RSA 674:54—Governmental Use of Property—which stands for the general proposition that the use, construction or development of land owned by a governmental unit (here Sullivan County) for any public purpose which is statutorily or traditionally governmental in nature is not subject to local land use regulations.

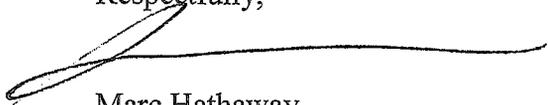
The proposed construction of the law enforcement training range/facility is clearly within the definition of a public purpose which is traditionally governmental in nature. I do not see this proposed project falling within any of the exemptions set forth in RSA 674:54.

While the proposed project would not be subject to local land use regulations under RSA 674:54, the statute specifically requires that the county give written notice to the local planning board and governing body (Town of Unity) of the proposed governmental use if the use constitutes a substantial change in use or a substantially new use. The proposed law enforcement training range/facility is a project which requires Sullivan County to give the notice required in RSA 674:54. The written notice is to contain plans, specifications, explanations of the proposed changes available at the time, and a proposed construction schedule. The notification is to be provided at least 60 days prior to beginning construction. The statute also provides that either the governing body or the planning board may conduct a public hearing relative to the proposed governmental use,

which hearing shall take place within 30 days of receipt of the notice by the governing body or planning board. RSA 674:54 also requires that a representative of the governmental entity (Sullivan County) shall be available to present the plans, specifications, and constructions schedule, and to provide explanations. The governing body or planning board may issue nonbinding written comments relative to the conformity or nonconformity of the proposal with normal land use regulations to the sponsor of the governmental use, within 30 days of the hearing. A copy of RSA 674:54 is attached for your review.

If you have any additional questions please contact me.

Respectfully,



Marc Hathaway
Sullivan County Attorney

cc: Sullivan County Commissioners
Sheriff Michael Prozzo

TITLE LXIV PLANNING AND ZONING

CHAPTER 674 LOCAL LAND USE PLANNING AND REGULATORY POWERS

Governmental Use of Property

Section 674:54

674:54 Governmental Land Uses. —

I. In this section, "governmental use" means a use, construction, or development of land owned or occupied, or proposed to be owned or occupied, by the state, university system, the community college system of New Hampshire, or by a county, town, city, school district, or village district, or any of their agents, for any public purpose which is statutorily or traditionally governmental in nature.

II. The state, university system, community college system of New Hampshire, county, town, city, school district, or village district shall give written notification to the governing body and planning board, if such exists, of a municipality of any proposed governmental use of property within its jurisdiction, which constitutes a substantial change in use or a substantial new use. Written notification shall contain plans, specifications, explanations of proposed changes available at the time, a statement of the governmental nature of the use as set forth in paragraph I, and a proposed construction schedule. Such notification shall be provided at least 60 days prior to the beginning of construction. Either the governing body or planning board of the municipality may conduct a public hearing relative to the proposed governmental use. Any such hearing shall be held within 30 days after receipt of notice by the governing body or planning board. A representative of the governmental entity which provided notice shall be available to present the plans, specifications, and construction schedule, and to provide explanations. The governing body or planning board may issue nonbinding written comments relative to conformity or nonconformity of the proposal with normally applicable land use regulations to the sponsor of the governmental use within 30 days after the hearing.

II-a. Any use, construction, or development of land occurring on governmentally owned or occupied land, but which is not a governmental use as defined in paragraph I, shall be fully subject to local land use regulations.

II-b. The construction and operation of any solid waste disposal facility on land owned or occupied by any city or town within another city or town shall be subject to local land use regulations to the same extent as if the land were owned and occupied by a private entity. Nothing in this paragraph shall affect the construction and operation of a solid waste facility on land owned by a solid waste management district formed under RSA 53-A or RSA 53-B or any combination of municipalities authorized by an act of the general court, if the land is located within a city or town that is part of the district.

III. This section shall not apply to:

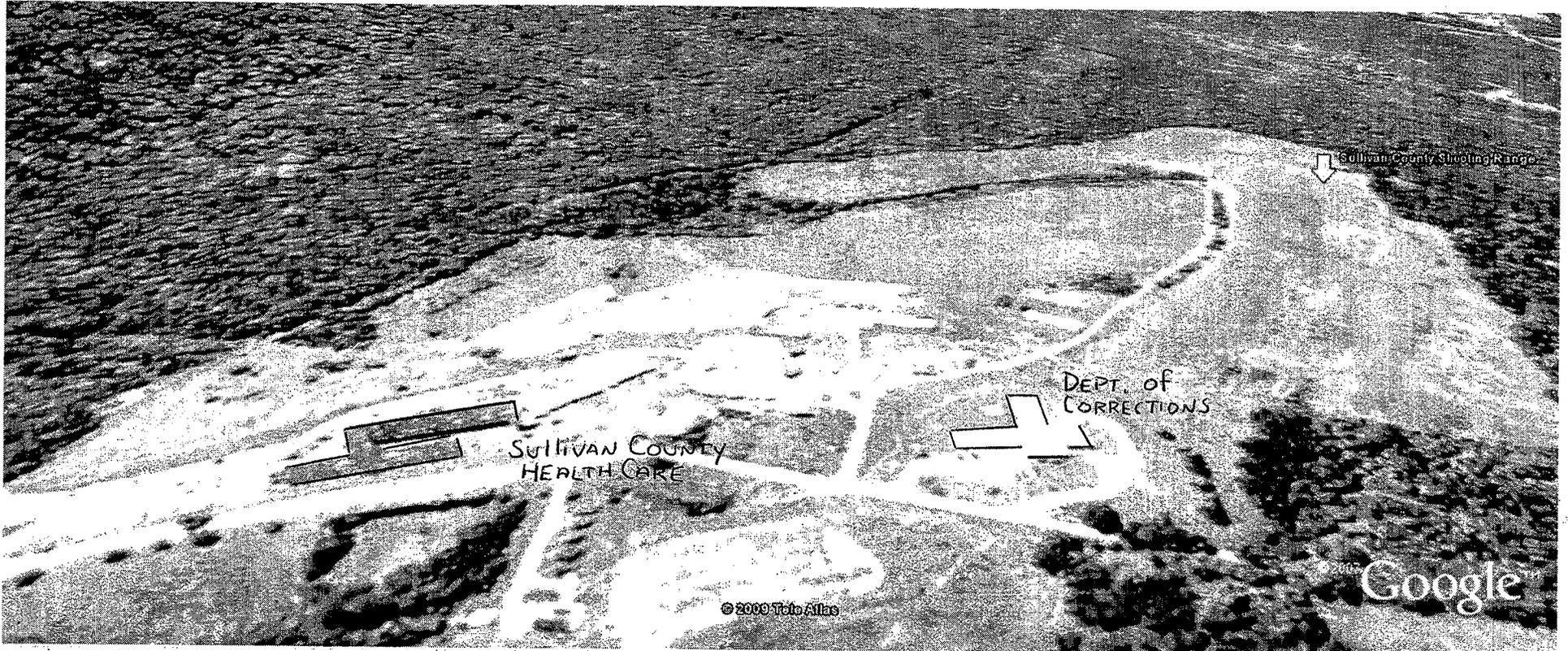
(a) The layout or construction of public highways of any class, or to the distribution lines or transmission apparatus of governmental utilities, provided that the erection of a highway or utility easement across a parcel of land, shall not, in and of itself, be deemed to subdivide the remaining land into 2 or more lots or sites for conveyance for development purposes in the absence of subdivision approval under this title. For purposes of this subparagraph, "transmission apparatus" shall not include wireless communication facilities.

(b) The erection, installation, or maintenance of poles, structures, conduits and cables, or wires in,

under, or across any public highways under RSA 231, or licenses or leases for telecommunication facilities in, under, or across railroad rights of way. For purposes of this subparagraph, "structures" shall not include wireless communications facilities.

IV. In the event of exigent circumstances where the delay entailed by compliance with this section would endanger public health or safety, the governor may declare a governmental use exempt from the requirements of this section.

Source. 1996, 262:1, eff. Aug. 9, 1996. 1998, 281:2, eff. Aug. 25, 1998. 2007, 29:1, eff. May 14, 2007; 361:32, eff. July 17, 2007.



↓ Sullivan County Shooting Range

WITH SEAL

CERTIFICATE OF VOTE

I, Jeffrey Barrette, of Sullivan County, do hereby certify that:

1. I am the duly elected Chair of the Sullivan County Board of Commissioners;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on May 21st, 20 09;

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the County Administrator is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Greg Chanis is the duly elected County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 21st, 20 09.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the corporation this 21st day of May, 20 09.



Jeffrey Barrette, Chair
Sullivan County Board of

(CORPORATE SEAL)