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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

September 15, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, NH 03301

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety to enter into a three-year agreement with ADR Small Engine Repair, LLC. (VC#172966-B001) 5 Orion Street, Concord, NH 03301 in an amount not to exceed \$42,000.00 to provide maintenance and repair services for equipment used during training. Effective upon Governor and Council approval through June 30, 2017. Funding source: 100% Revolving Funds.

Funds are available in the SFY2015 operating budget and contingent upon availability and continued appropriations in SFY2016 and SFY2017 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-237010-40650000 Dept. of Safety -- Fire Standards-Trng-EMS -- Fire Standards & EMS Administr  
103-500737 Contracts for OP Services -- Contract Repairs; Machin,Equip  
Activity Code: 2370

<u>SY2015</u>	<u>SFY2016</u>	<u>SFY2017</u>	<u>Total</u>
\$14,000.00	\$14,000.00	\$14,000.00	\$42,000.00

### Explanation

This contract provides maintenance and repair services for gas powered tools and generating equipment used during training programs for the Department of Safety's Division of Fire Standards & Training and Emergency Medical Services. The tools are used by the instructors and students in the delivery of the programs. For example, certain tools such as chain saws are used during extrication, shoring, and building entry classes. The Division of Fire Standards & Training and Emergency Medical Services advertised the Request for Bid (RFB) in the Union Leader May 29, 2014 through June 1, 2014, and posted the RFB on the Administrative Services website from May 27 through June 9, 2014. ADR Small Engine Repair, LLC was the only vendor to submit a bid.

Respectfully submitted,

*J. Barthelmes*  
John J. Barthelmes  
Commissioner of Safety

maintenance and repairs  
gas powered tools and generating equipment  
Bid 405-14

	Cost per Hour FY15	Materials Mark Up FY15	Cost per Hour FY16	Materials Mark Up FY16	Cost per Hour FY17	Materials Mark Up FY17
VENDOR	\$64.00	List Price	\$64.00	List Price	\$64.00	List Price
ADR Small Engine, LLC						



Subject:

ADR Small Engine Repair, LLC-Maintenance and Repair Services

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Dept. of Safety-Div. of Fire Standards & Training and EMS		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name ADR Small Engine Repair, LLC		1.4 Contractor Address 5 Orion Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-799-8034	1.6 Account Number 02-23-23-237010-4065-103	1.7 Completion Date June 30, 2017	1.8 Price Limitation not to exceed \$42,000.00
1.9 Contracting Officer for State Agency Deborah A. Pendergast, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alan Bobidas, Member Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/4/14</u> , 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 		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>ROBERT A. PRAGOFF, Sr.</b>            ★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★            My Commission Expires September 9, 2014         </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Robert Pragoff, Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Elizabeth Bielecki, Dir. of Administration	
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: <u>Deanne Martin</u> On: <u>9/23/14</u>			
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 AK  
Date 9/4/14

**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

Contractor Initials AK  
Date 9/14/14

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.

## EXHIBIT A

### 2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

ADR Small Engine Repair, LLC shall provide professional maintenance and repairs services for gas powered tools and generating equipment in accordance with RFB#405-14 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. The contract period is effective upon Governor and Council approval through June 30, 2017. The scope of work is listed as follows:

- All maintenance and repairs performed on-site.
- Company must provide their own general and specific tools required to perform maintenance and repairs.
- All required parts will be original manufacturer's equipment provided by the contractor; the contractor must be able to secure parts from various vendors such as Sithl, Jonsered, Cutters Edge, Surevent, etc.
- At the State's discretion, the State reserves the right to have material lists provided by the contractor prior to the work performed. The State reserves the right to supply materials.
- Scheduling of routine visits coordinated between the vendor and New Hampshire Fire Academy and subject to change.
- Available on call service within 24 hours for emergencies. Service required for problems that may occur between scheduled service maintenance visits.
- The cost of repair work will be quoted to the requesting agency and approved by same prior to commencement of work.
- The State shall not be charged for mileage and/or labor charges during travel time to and from the service location.
- The contractor shall provide all, lubricants, cleaning compounds and wiping cloths at all locations at no charge to the State.
- Maintenance logs must be tracked and completed, showing maintenance and usage for each piece of power equipment.
- Company must be able to provide classes on general equipment use and safety procedures to the division Instructors and personnel if necessary.
- Company must be equipped and able to sharpen carbide tipped vent chain and blades.

The following is a list of equipment to be serviced:

Type

Honda EV1000 generator  
Honda EV3000 generator  
Honda EB5000 generator  
Honda EX5500 generator  
Divilbis 4000 generator  
Piacor generator  
Onan RV Style generator

Surevent Ventilation Saw  
Cutters Edge Ventilation Saw  
Gas powered Cut Off Saw  
Chain Saw  
Super Vac Positive Pressure Ventilation Fans

Stanley Hydraulic Tool System  
Hale Floating Pump  
Hale Suction Pump  
Giant Vac Leaf Blower  
Echo Back Pack Blower  
Grass Trimmer  
Sweeper  
Simplicity Snow Blower  
Gravely Walk Behind Commercial Mower  
John Deere Push Mower  
Exmark Lazer Z Mover  
Holmatro Hydraulic Pump Power Unit  
Yamaha JN# Golf Cart  
John Deere Tractor

Any other gasoline or diesel powered piece of equipment deemed appropriate by the division for service under this contract (vehicles not included).

All equipment is evaluated quarterly for repair or service needs. In addition to quarterly evaluations, listed below is a sample schedule for maintenance of the equipment based on the equipments requirements. This schedule is subject to change and the Division shall have the ability to request service on piece of equipment covered under this contract based on excessive use and unforeseen wear or damage.

Serviced yearly:

Chain saws, ventilation saws, grass trimmers, back pack blower, and cut off saws.

Serviced every six months and/or 100 hours of usage:

Honda generators and Holmatro power unit.

Serviced every year and/or 25 hours of usage:

PPV fans, Hale suction pumps, giant vac blower, snow blower, John Deere push mower, and Pincor generator.

Serviced every year and/or 50 hours of usage:

Divilbis generator

Serviced every year and/or 100 hours of usage:

Gravely movers, Exmark mowers, trailer mounted generators, and Stanley pump system.

Serviced every six months:

Golf carts.

Listed below are the hourly rates and materials mark up for each fiscal year:

Hourly Rate for July 1, 2014 through June 30, 2015:	\$64.00
Materials mark-up for July 1, 2014 through June 30, 2015:	List Price *
Hourly Rate for July 1, 2015 through June 30, 2016:	\$64.00
Materials mark-up for July 1, 2015 through June 30, 2016:	List Price *
Hourly Rate for July 1, 2016 through June 30, 2017:	\$64.00
Materials mark-up for July 1, 2016 through June 30, 2017:	List Price *

\* Razorback saw chain shall be priced at list price minus 10%.

**EXHIBIT B**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The total contract price shall not exceed \$42,000.00 and breaks down as follows:

Fiscal Year 2015	\$14,000.00
Fiscal Year 2016	\$14,000.00
Fiscal Year 2017	\$14,000.00

Partial payments are accepted. Invoices shall be submitted when services have been completed to:

State of New Hampshire  
Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

**EXHIBIT C**

There are no modifications, additions, and/or deletions to the Form P-37.

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# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADR Small Engine Repair LLC is a New Hampshire limited liability company formed on October 20, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5<sup>th</sup> day of September, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**LLC Certification of Authority**

**I, Alan Robidas, hereby certify that I am the sole director of ADR Small Engine Repair, LLC, a limited liability company under RSA 304-C.**

**I certify that I am authorized to bind the LLC.**

**I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC.**

Dated: 9/4/14

Attest: 



# ADR Small Engine Repair, LLC

*"We bring the shop to you"*

5 Orion Street

Concord, NH 03301

603-799-8034

- Lawn Mowers    - Snow blowers    - Chain saws & more

ADR Small Engine Repair, LLC is a Limited Liability Company that has no employees and will have no employees during the duration of the contract entered into with the State of New Hampshire. The only person "acting" as an employee for the LLC is and will be Alan D. Robidas.

  
Alan D. Robidas

  
Date

Legal Notice

NOTICE OF SALE OF REAL PROPERTY
By virtue of a mortgage of the First of...

Legal Notice

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In 1985, the New England...

MR women's team hoping to break through

Andy on the Run
Andy Shacht



IN 1985, the New England Track and Field Association...

Andy on the Run
Andy Shacht
Last year, he finished second at the Jones Ten Mile in Amherst, Mass.

energy around this newly formed team. Many of us have seen names...

running stars: John Sandahl in the winner's circle at the Runner's Alley/Redback 5K...

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PLANS INTERNATIONAL TRADING
PARTNERSHIP DEVELOPMENT AUTHORITY
Notice of Public Hearing

Legal Notice

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In 1985, the New England...

New race set for August 9

Registration is open for the inaugural Midnight Owl 15K which will take place under the light of a full moon on Saturday Aug. 9, in North Conway...

VETERANS COUNT
Waterans Count Golf Tournament
Tuesday, August 19, 2014

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Public Hearing
Notice of Public Hearing
Proposed by Department of...

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