

****DRAFT****

Carroll County Communication District Planning Committee (CCCDPC)

11/02/2022 Meeting Minutes

Location: Administration Building, Carroll County Complex, 95 Water Village Rd., Ossipee, NH

Meeting opened by Chair Diane Jarecki at 10:22AM.

1. Roll Call – Present: Stephen Berry (Brookfield), Marshall Goldberg (Brookfield), John Border (Eaton), Chuck Fuller (Effingham), Diane Jarecki (Effingham), Linda Mailhot (Freedom), Ben Klaus (Hales Location), John Gallagher (Harts Location), David Walker (Harts Location), Bill Lord (Madison), Bill Gassman (Moultonborough), Andrew Chehayl (Tamworth); Zoom – Mary Cronin (Madison); Others Present – Matthew Plache; Others on Zoom – Glenn Coppelman
2. Minutes – Minutes of the 10/12/22 meeting were circulated electronically on 10/26/22. Chuck Fuller motioned to approve. Second by Andrew Chehayl. Motion carried unanimously.
3. Treasurer’s Report – Bank balance is \$30,100.00. There has been no income and no expenses. Chuck Fuller motioned to approve. Second by Bill Lord. Motion carried unanimously.
4. Update from John Gallagher – Five providers bid on the first \$50 Million grant: NHEC, CCI/Fidium, Town of Hancock, Hubb66, Comcast. NHEC won that grant. Documents associated with their winning bid show the locations they intend to serve with their existing customers as the targets.
5. Draft District Agreement – The Attorney General’s office has given a first glance at our draft District Agreement, and they offered some comments. The document we are looking at today reflects a couple of immaterial changes prompted by their review. Below is a summary of those changes as well as changes discussed at today’s meeting.
 - a. Section 2 – Insert the word ‘facilitate’ after ‘encourage’.
 - b. Section 5 – Added the sentence ‘No Member shall have any obligation to the District for providing services or in-kind or monetary contributions or for allowing use of or access to real property, except by written agreement entered between such Member and the District.’
 - c. Section 9 – Insert ‘in’ between ‘meeting’ and ‘accordance’.
 - d. Section 27 – Replace ‘proving’ with ‘providing’. Added the sentence ‘The withdrawing Member shall have no continuing obligation to the District, nor shall the District have any continuing obligation to such Member, except in accordance with written agreement entered between such Member and the District.’
 - e. Section 31 – Added the sentence ‘Upon dissolution, no Member shall have any continuing rights or obligations or liabilities incident to activities of the District except in accordance with written agreements entered between such member and the District.’ Changed the last sentence to ‘Upon dissolution, all remaining funds held by the District shall be distributed to Carroll County for use by the County in providing internet service assistance to low income residents of the County, except as may otherwise be required

by contractual agreement, and any other assets shall be distributed as determined by the Governing Board to fulfill the purpose set forth in Section 2, subject to the requirements of any contractual agreement entered by the District.'

6. New Business – None
7. Next Meeting – To be determined as needed.
8. Meeting adjourned at 11:25PM.

Respectfully Submitted,

Linda Mailhot, Clerk